CITY OF LAUDERDALE LAKES
CITY COMMISSION MEETING

NOTICE OF MEETING TO BE CONDUCTED BOTH IN PERSON AND THROUGH THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY (HYBRID MEETING)

The City Commission of the City of Lauderdale Lakes, Florida will be conducting a Regular public meeting held in part through the use of Communications Media Technology (CMT) and in-person attendance in accordance with City of Lauderdale Lakes Emergency Ordinance 2021-010, adopted by the City Commission on December 8, 2020. The City of Lauderdale Lakes City Hall facility is open to the public for this meeting, subject to compliance with applicable City administrative policies, procedures and CDC guidance, which include, without limit, requirements for social distancing and the wearing of facial coverings. The public may also attend this meeting through the following access locations:

- Watch the meeting via Lakes Live TV
- Watch the meeting on Comcast Cable Channel 78
- Join the meeting via Zoom
- Join the meeting via telephone

PUBLIC PARTICIPATION

Any member of the public wishing to submit a petition from the public or make a public comment on an item may do so by submitting a public comment form prior to the meeting. The form can be accessed by visiting the City's Clerks webpage and by selecting City Commission/Workshops/CRA Meetings or by clicking the following link: https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58. Members of the public can also email such to the City Clerk at cityclerk@lauderdalelakes.org prior to 7:00 p.m. on May 10, 2022. You may call 954-535-2709 if you are not able to connect to the zoom meeting via the video link and would like to make a public comment. All submitted public petitions should be no more than three (3) minutes and will be read into the record of the meeting.

INSTRUCTIONS FOR HYBRID MEETING AND PUBLIC PARTICIPATION

Watch the meeting via Lakes Live TV:
Go to www.lauderdalelakes.org
Scroll down to Lakes Live TV
Select "Live" to watch it live or "On Demand" to watch it at a later date

Watch the meeting via Comcast/Xfinity Channel 78:
If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting

Join the meeting via Zoom:
https://us06web.zoom.us/j/84120516572

Join the meeting via telephone:
US: 1 312 626 6799 or 1 646 558 8656
Meeting ID: 841 2051 6572

If any member of the public requires additional information about the City Commission Meeting or has questions about how to submit a petition from the public or make a public comment, please contact the City Clerk:

Venice Howard, City Clerk
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319
954-535-2707
cityclerk@lauderdalelakes.org

CITY COMMISSION MEETING AGENDA

City Commission Chambers

May 10, 2022

7:00 PM

Mayor Hazelle Rogers - Vice-Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips - Commissioner Karlene Maxwell-Williams - Commissioner Beverly Williams

Welcome to the City Commission Meeting

We are pleased that you have demonstrated an interest in the City of Lauderdale Lakes by attending a City Commission Meeting. We hope you enjoy the meeting and will attend more of these meetings in the future.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Please turn off or silence cell phones. Any person requiring Auxiliary Aids and services must contact the City Clerk's Office at 954-535-2705 at least 24 hours prior to the meeting.

If you or someone you know is hearing or speech impaired, please call Florida Relay Service at 1-800-955-8770 or 8771.

- **Who May Speak** - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outline in Sec. 2-54 (2) of the Code of Ordinances.

- **Petitions From the Public** - Each person desiring to petition the City Commission will be allotted three minutes under the applicable order of business for the City Commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.

- **Speaking on items not on the Agenda** - Each person who wishes to address the City Commission must sign in with the City Clerk before 7:00 p.m.

- **Speaking on an item on the Agenda** - Individuals wishing to speak on an item on the Agenda need to submit a public comment form by accessing the following link https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58 to be recognized by the Mayor.

The City Commission Meeting is a business meeting and as such, please conduct yourselves in a respectful and professional manner, both in tone of voice, as well as choice of words.

Please direct your comments to the City Commission as a body through the presiding office and not to the audience or individual City Commissioner.

As your City Commission, we will abide by the debate and decorum rules which provides for each City Commissioner to speak 10 minutes at a time on each subject matter. After every Commissioner have spoken, the Mayor will provide for other comments.

The above represents a summarization of the rules and procedures as adopted by Ordinance. Copies of the Code Section related to rules and procedures are available from the City Clerk's office.

City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

   A. INVOCATION PROVIDED BY PASTOR ALLAN BAUGH - FIRST CHURCH OF THE OPEN BIBLE

   B. PLEDGE OF ALLEGIANCE LED BY SHEKIRA MAXWELL - LAUDERDALE LAKES TEEN CENTER PARTICIPANT

4. **PROCLAMATIONS/PRESENTATIONS**

5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**

   A. APRIL 25, 2022 CITY COMMISSION WORKSHOP MINUTES

   B. APRIL 26, 2022 CITY COMMISSION MEETING MINUTES

6. **PETITIONS FROM THE PUBLIC**

7. **CONSIDERATION OF ORDINANCES ON SECOND READING**

8. **CONSIDERATION OF ORDINANCES ON FIRST READING**

9. **CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**

   A. RESOLUTION 2022-041 CREATING THE NON-STATUTORY BUDGET ADVISORY COMMITTEE FOR FISCAL YEAR 2022-2023

   This resolution creates a Non-Statutory Budget Advisory Committee through September 30, 2022 for the development of the Fiscal Year 2022-2023 Operating and Capital Budget.

   B. RESOLUTION 2022-042 AUTHORIZING A CONTRACT AMENDMENT FOR THE CONTRACT NO #19-3410-04R, COMMUNITY BUS PROGRAM, FOR THE LIMOUSINES OF SOUTH FLORIDA, INC. TO ALLOW EXPANSION OF THE COMMUNITY SHUTTLE SERVICES AND INCLUDE SUNDAY SERVICES

   This resolution approves the expansion of shuttle services for contract number #19-3410-04R, Community Bus Program.

10. **CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA**

    A. RESOLUTION 2022-043 APPROVING, WITH CONDITIONS, THE CONDITIONAL USE APPLICATION NO. 03-CU-21 SUBMITTED BY DR. LUC DORE, REQUESTING CONDITIONAL USE APPROVAL PERMITTING A NURSING SCHOOL WITHIN THE OFFICE PARK (OP) ZONING DISTRICT, ON THE PROPERTY COMMONLY KNOWN AS HEADWAY OFFICE PARK

    This resolution is a request for a Conditional Use approval to allow for a nursing school on the subject property in the (OP) zoning district.

B. RESOLUTION 2022-044 APPROVING, WITH CONDITIONS, VARIANCE APPLICATION NO. 04-VA-21 ("APPLICATION"), SUBMITTED BY NABEEL ABDEL KADER, REQUESTING A VARIANCE FROM SUBSECTION 909 (PERMANENT SIGNS) OF CHAPTER 9 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS IN CONNECTION WITH THAT CERTAIN RETAIL STORE KNOWN AS BEAUTY SUPPLY 4 U LOCATED AT THE NORTHWEST CORNER OF NORTH STATE ROAD 7 (U.S. HIGHWAY NO. 441) AND WEST OAKLAND PARK BOULEVARD

This resolution serves to approve a Variance from LDRs Chapter 9 Section 909.2- permanent signs of the City's LDRs.

C. RESOLUTION 2022-045 RATIFYING THE ADOPTION OF TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' LAND USE PLAN (FUTURE LAND USE ELEMENT), PREVIOUSLY APPROVED AND ADOPTED PURSUANT TO ORDINANCE 2020-007; PROVIDING FOR TRANSMITTAL OF SAID ADOPTED LAND USE PLAN TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION

This Resolution requests the Mayor and City Commission to ratify the adoption of Ordinance 2020-007, providing for text amendments to the Future Land Use Element (Land Use Plan), and authorize the transmittal of said Plan to the Broward County Planning Council for recertification.

D. RESOLUTION 2022-046 AUTHORIZING PURCHASE OF AN UPGRADED TELEPHONE SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS, FROM RINGCENTRAL, INC., IN AN AMOUNT OF SIXTY THOUSAND DOLLARS ($60,000.00) ALSO AUTHORIZING THE ANNUAL COST OF THE LICENSES AND SERVICES IN AN AMOUNT OF $24,058.80

This resolution authorizes the purchase of an Upgrade Telephone System in accordance with the terms and condition of The Interlocal Purchasing System (TIPS) Cooperative Program Contract 210303, Telephone and Communications Data Systems and Solutions, from RingCentral, Inc., in an amount of $60,000.

E. RESOLUTION 2022-047 ACCEPTING THE FISCAL YEAR 2020/2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT

This resolution accepts the City's Fiscal Year 2020/2021 Annual Comprehensive Financial Report.

F. RESOLUTION 2022-048 AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT TO ACCEPT GRANT FUNDING FROM THE CHILDREN SERVICES COUNCIL OF BROWARD COUNTY FOR THE IMPLEMENTATION OF THE 2021 "MOST" CAMP PROGRAM IN THE AMOUNT OF $117,345 FOR THE PERIOD OF MAY 1, 2022, THROUGH AUGUST 31, 2022, TO PROVIDE FOR SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; PROVIDING FOR A CITY MATCH IN AN AMOUNT NOT TO EXCEED $14,805

This resolution authorizes the City Manager to enter into an agreement and accept grant funding from the Children Services Council (CSC) in the amount of $117,345.00 for the implementation of the 2022 Summer "MOST" Camp Program for the period of May 1, 2022 through August 31, 2022. The Children Services Council agreement requires a City match in the amount of $14,805.

G. RESOLUTION 2022-049 APPOINTING A MEMBER TO THE PLANNING AND ZONING BOARD

This resolution serves to appoint a member to the Planning and Zoning Board.

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

13. REPORT OF THE VICE MAYOR

14. REPORTS OF THE CITY COMMISSIONERS

15. REPORT OF THE CITY MANAGER

16. REPORT OF THE CITY ATTORNEY

17. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Mayor Hazelle Rogers - Vice-Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips - Commissioner Karlene Maxwell-Williams - Commissioner Beverly Williams

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title
APRIL 25, 2022 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
	April 25th CC Workshop Minutes	Minutes

City of Lauderdale Lakes

Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP MINUTES

City Commission Chambers
April 25, 2022
5:00 PM

1. CALL TO ORDER

Mayor Hazelle Rogers called the April 25, 2022, Hybrid City Commission Workshop to order at 5:00 p.m. and read the virtual meeting procedures into the record.

2. ROLL CALL

PRESENT
Mayor Hazelle Rogers
Vice Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips
Commissioner Karlene Maxwell-Williams
Commissioner Beverly Williams

ALSO PRESENT
City Manager Phil Alleyne
Assistant City Manager Treasa Brown-Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. DISCUSSION

REVIEW OF THE APRIL 26, 2022 CITY COMMISSION MEETING AGENDA

City Manager, Phil Alleyne, spoke briefly about the proclamations and presentations and reviewed the following City Commission agenda items:

RESOLUTION 2022-036

ITEM 10.A. RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2022, PERIOD 6 (MARCH) FINANCIAL ACTIVITY REPORTS

Financial Services Director, Asheley Hepburn, provided the financial activity report as follows:

Mr. Hepburn advised that the City is 50% through the fiscal year; 61% of the budgeted revenues have been received and are at 41% of the the budgeted expenditures.

- Ad Valorem Revenues - 109% of the appropriated budget or $10,992,000 which include revenues from the prior and current years. Mr. Hepburn will provide a report of the parcels that represent prior periods of ad valorem taxes. The remainder of the revenues seem to be aligned with the elapsed period of 50%.

- Fines and Forfeitures - 5% above the elapsed period or a total of $89,259 collected.
- City Attorney - 57% or a total of $235,084. Much of that amount in excess of the 50% is tied to the legal action and services provided as it related to the Sopher building settlement.
- Other Major Funds - everything is in line with the budget.
- Fire Rescue Fund - 84% of of the budget received.
- Stormwater - 13% of the budget. Stormwater billing is split between the property taxes paid mainly by residential homeowners. The City shares a partnership with Broward County Water and Sewer for collection from commercial property owners throughout the year.
- Solid Waste - revenues are at 70% of the budget and expenditures are at 33% of the budget.
- Building Services - 64% of revenues and 31% of expenses
- Housing Repair - 90% on both the revenues and expenses.
- Cash - $40,474,621 compared to $29,045,996.25 same time last fiscal year.

RESOLUTION 2022-037

ITEM 10.B. APPROVING THE CITY'S SPONSORSHIP OF THE BROWARD LEAGUE OF CITIES' 65TH ANNUAL GALA

There was no discussion on this item.

RESOLUTION 2022-038

ITEM 10.C. URGING CITIZENS INSURANCE TO TAKE ACTION TO LOWER HOMEOWNER INSURANCE RATES IN FLORIDA (SPONSORED BY COMMISSIONER BEVERLY WILLIAMS)

Commissioner Beverly Williams, stated that Florida has the highest homeowner's premium in the nation. She is asking her colleagues and residents to contact the legislators to express their concerns. She also mentioned that residents cannot receive some services from the City because they do not have insurance.

RESOLUTION 2022-039

ITEM 10.D. APPOINTING A MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD

There was no discussion on this item.

RESOLUTION 2022-040

APPOINTING A DIRECTOR, AN ALTERNATE AND SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES FOR 2022-2023

There was discussion regarding the meeting frequencies, attendance and committees to serve on. Further discussion was held regarding the positions the commissioners were interested in holding.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. DISCUSSION REGARDING ARTWORK FOR UTILITY BOXES

Financial Services Assistant Director, Bobbi Williams, showed a PowerPoint presentation of the prospective artwork designs for the utility boxes. The artwork was grouped by branding, public messages, history and culture. The photos selected were indicative of the City's values and the theme of respect, diversity, strength and unity. The City has 37 utility boxes. All will not have artwork. Photos were shown by artists, Wilbert Simpson and Ana Latese. The project is expected to take between 90-120 days to complete.

The city commission expressed their excitement about the different concepts of the project.

Commissioner Edwards Phillips suggested a flower design for the utility box near Cassia Estates.

Mayor Hazelle Rogers asked that a piece of artifact from the event of 9/11 be purchased by the City because it would add to the value and the pride of the City of Lauderdale Lakes.

Staff will move forward with this project.

B. DISCUSSION REGARDING CHALLENGES WITH THE SAFE AND CLEAN RESTAURANT ASSISTANCE PROGRAM

Economic Development Manager, Vielka Buchanan, advised that the program launched in October 2021. Six businesses applied; four applications were awarded funds and two were denied. Staff learned in the process that one of the major impediments for more restaurants to participate in a program was the lack of funds to purchase equipment and maintenance. Based on this situation, staff is considering the following options: businesses that have been awarded funds should make the purchases and complete the maintenance work in three phases; which all four businesses are currently doing. The second option is to work with the Urban League of Broward County to have the businesses apply for their small business loan program. The idea is for them to apply for the loan, obtain the necessary funds to complete the maintenance needed for the purchase of the equipment. Once finalized, the city will pay off the loan.

The city commission thanked Ms. Buchanan for her presentation.

C. DISCUSSION REGARDING THE TIMELINE/SCHEDULING OF REFURBISHMENT OF THE GEREFFI ROOM AND COMMISSION CHAMBER PROJECTS

This is a discussion to provide an update on the schedule and related activities of the Gereffi Room and Commission Chamber Projects.

Engineer and Construction Management Director, Maqsood Nasir, provided a brief update on the city commission chambers and the Gereffi room. He will show a PowerPoint presentation with full specifications by the end of June. The City has to obtain the building permit and the County permit. He predicts that the full design of the Gereffi room will be completed by the end of June and around 30% of the city commission chambers. If everything goes well, the Gereffi room should be completed by the end of February 2023. The city commission chambers design is expected to be completed by September 2022 and construction will begin after the completion of the Gereffi room.

D. DISCUSSION REGARDING A REQUEST FOR THE CITY OF LAUDERDALE LAKES TO NAME THE STRETCH OF PERIMETER ROAD THAT RUNS ALONGSIDE OAKLAND PARK BOULEVARD FROM NW 43RD AVE TO NW 46TH AVE AS “ALL NATIONS NEW TESTAMENT CHURCH OF GOD FELLOWSHIP (NTCOGF) BOULEVARD” OR ANY OTHER WAY THAT WILL BE SUITABLE FOR SUCH

City Attorney, Sidney Calloway, sighted the section of the City's Code of Ordinances that speaks to this item. He stated that as per the code, the policy of the City Commission is to recognize and honor the names of four individuals who have made lasting significant monetary and or extraordinary contributions on the local or state or national level. The policy is also for individuals, which includes organizations and corporations who have provided invaluable service to the city, and whose location in the city is of such importance as to bring credit and recognition to the city.

As it relates to how the process begins, the naming of a city facility may be proposed by the mayor or any sitting city commissioner. The process would end where the city commission requires five affirmative votes.

Assuming a nomination is proposed, the next step would be for the city manager to establish an ad hoc honorary naming rights committee, which could be an existing board or committee that is appropriate for the particular facility at hand. The city manager would also appoint the chair of that committee. The chair and committee would be required to complete its review process, make a formal recommendation to approve or not approve the nomination to the City Commission within 90 days of the establishment of the committee. The vote to approve would have to be the majority.

The city commission makes the decision to either approve or deny the renaming.

E. DISCUSSION REGARDING CITY OF LAUDERHILL RESOLUTION 22R-04-71 URGING CITIZENS INSURANCE TO TAKE ACTION TO LOWER INSURANCE RATES IN FLORIDA (SPONSORED BY COMMISSIONER BEVERLY WILLIAMS)

This is a discussion on City of Lauderhill Resolution 22R-04-71 urging Citizens Insurance to lower homeowner insurance rates in Florida.

The item was discussed during the review of the city commission meeting agenda.

F. DISCUSSION REGARDING CITY'S FUNDING FOR MARQUE EVENTS

- Black History Month Parade
- Taste of the Lakes
- Resource Fair
- Haitian Flag Day
- Unifest

Mayor Hazelle Rogers, spoke briefly about the city's events and stated that her reason for asking the city manager to convene this agenda item for discussion is so the City can move forward and recognize its different partners that can be created and assist in providing support for some of the events.

Discussion was held regarding the Taste of Lauderdale Lakes not being about food but about the diversity and culture of the city.

In addition to the other events held by the city, Haitian Flag Day will now be included.

The city commission made comments relating to other matters as follows:

Discussion was held regarding the city commission salaries. The city attorney advised that the city commission cannot vote on a matter relative to a resolution or an ordinance but does have the ability to determine whether or not there is consensus on any particular issue. There was no further discussion to move forward.

To end, for clarification, City Manager, Phil Alleyne, stated that the charter review discussion will reconvene after the the budget in October 2022. The discussion regarding the city commission compensation will be postponed. The discussion regarding the city commission expenses can move forward on future workshop agendas.

6. REPORTS

A. COVID-19 UPDATE

Assistant City Manager, Treasa Brown Stubbs, reported that the mask mandate has been lifted on public transportation and the city's community buses. However, the City, along with Broward County, is strongly encouraging the use of masks to be continued, especially those with indoor activities. The COVID positivity rate has increased and is a little above 5% but does not account for the positive at home tests that are not being reported to the Health Department.

There were two positive cases at the senior center which forced the City to close the facility for a week. Staff is in constant contact with their senior center participants and are recommending testing before coming back to the center.

Discussion ensued as to the seniors self reporting positive COVID results.

The city commission made comments relating to other matters as follows:

Mayor Hazelle Rogers, spoke about the City's wellness committee that was created, in addition to

partnering with churches to provide medical services via a mobile medical unit in the city.

City Clerk, Venice Howard, who is the Chairperson of the wellness committee provided information about the committee and its goals and initiatives.

B. UPDATE ON AMERICAN RESCUE PLAN ACT FUNDING

Financial Services Director, Asheley Hepburn, reported that there has been a pause in activity until the completion of the American Rescue Plan transition. The reports for April will include both the American Rescue Plan Act activities and the $2 million allowance for lost revenue projects. As a result of being a municipality that received in excess of $10 million, the City is now required to report to US Treasury on a quarterly basis where prior to the final ruling, reporting was required once a year in October.

Additionally, he added that four additional firms were awarded a grant to also pledge in terms of being a safe and clean restaurant in the city.

C. PETITION FROM THE PUBLIC

1. 4751 NW 24th Court - Parking Issues
2. 2999 NW 36th Lane - Issues at Bella Vista
3. 4515 N State Road 7 - Central Charter School Site Plan

1. 4751 NW 24th Court - Parking Issues - Development Services Director, Tanya Davis-Hernandez advised that Public Works Director, Ron Desbrunes, is doing site visits and working with the Rabbi regarding this issue.

2. 2999 NW 36th Lane - Issues at Bella Vista - Ms. Davis-Hernandez, advised that research is still being conducted regarding resident concerns.

3. 4515 N State Road 7 - Central Charter School Site Plan - Ms. Davis-Hernandez reported that the Central Charter School has asked the City to move forward with their applications. A meeting was scheduled for Thursday; however, due to an error with Sun-Sentinel not publishing the requested ad, the meeting had to be canceled. The Planning & Zoning Board has been asked to hold a meeting prior to May 26th.

7. ADJOURNMENT

There being no further business to come before the City Commission, the Workshop was adjourned at 7:56 p.m.

_____

HAZELLE ROGERS, MAYOR

ATTEST:

_____

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title
APRIL 26, 2022 CITY COMMISSION MEETING MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
	April 26th CC Meeting Minutes	Minutes

City of Lauderdale Lakes

Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION MEETING MINUTES

City Commission Chambers
April 26, 2022
7:00 PM

1. CALL TO ORDER

Mayor Hazelle Rogers called the April 26, 2022, Hybrid City Commission Meeting to order at 7:00 p.m. and read the meeting instructions into the record.

2. ROLL CALL

PRESENT
Mayor Hazelle Rogers
Vice Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips
Commissioner Karlene Maxwell-Williams
Commissioner Beverly Williams

ALSO PRESENT
City Manager Phil Alleyne
Assistant City Manager Treasa Brown Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was provided by Pastor Allan Baugh of First Church of the Open Bible.

The Pledge of Allegiance was provided by Khali Forman, Key Club President at Boyd Anderson High School.

4. PROCLAMATIONS/PRESENTATIONS

A. PROCLAMATION - NATIONAL FOSTER CARE MONTH (SPONSORED BY COMMISSIONER EDWARDS PHILLIPS)

Commissioner Edwards Phillips read and presented the proclamation for Foster Care Month.

B. PROCLAMATION - MENTAL HEALTH AWARENESS MONTH (SPONSORED BY MAYOR HAZELLE ROGERS)

Vice Mayor Marilyn Davis read and presented the proclamation for Mental Health Awareness Month.

C. PROCLAMATION - NATIONAL SMALL BUSINESS WEEK (SPONSORED BY MAYOR HAZELLE ROGERS)

Vice Mayor Marilyn Davis read and presented the proclamation for National Small Business Week.

D. PROCLAMATION - OLDER AMERICANS MONTH (SPONSORED BY MAYOR HAZELLE ROGERS)

Mayor Hazelle Rogers read and presented the proclamation for Older Americans Month.

E. PROCLAMATION - HAITIAN HERITAGE MONTH (SPONSORED BY MAYOR HAZELLE ROGERS)

Mayor Hazelle Rogers read and presented the proclamation for Haitian Heritage Month.

F. PROCLAMATION - LAW ENFORCEMENT APPRECIATION MONTH (SPONSORED BY MAYOR HAZELLE ROGERS)

Mayor Hazelle Rogers read and presented the proclamation for Law Enforcement Appreciation Month.

G. ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH (SPONSORED BY MAYOR HAZELLE ROGERS)

Mayor Hazelle Rogers read and presented the proclamation for Asian American and Pacific Islander Heritage Month.

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. APRIL 11, 2022 CITY COMMISSION WORKSHOP MINUTES

B. APRIL 12, 2022 CITY COMMISSION MEETING MINUTES

Commissioner Beverly Williams made a motion to approve the April 11, 2022, City Commission Workshop minutes, and the April 12, 2022, City Commission Meeting minutes.

Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

6. PETITIONS FROM THE PUBLIC

Mark Spence spoke about the lack of presence of flags at the Educational and Cultural Center, Multipurpose Center and Willie Webb Park where events are held that warrants flags and asked for them to be added to these facilities. He also recognized teachers and Teachers Appreciation Week.

Former Commissioner, Gloria Lewis, spoke about the City's Charter and meetings being open to the public. She also spoke about comments made at the City Commission Workshop on April 25, 2022. Lastly, she spoke about the City's budget and allocation to the City Attorney.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2022-036 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2022, PERIOD 6 (MARCH) FINANCIAL ACTIVITY REPORTS

This resolution serves to ratify the filing and presentation of the City's Fiscal Year March FY 21-2022 (Period 6) Financial Activity Reports prepared by the Financial Services Department.

City Attorney, Sidney Calloway, read Resolution 2022-036 by title:

Resolution 2022-036

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2022, PERIOD 6 (MARCH) FINANCIAL ACTIVITY REPORTS, AS PREPARED BY THE CITY'S FINANCIAL SERVICES DEPARTMENT, FOR THE PURPOSE OF CONFORMING TO THE CITY'S ADOPTED FINANCIAL INTEGRITY PRINCIPLES AND FISCAL POLICIES; A COPY IS ATTACHED HERETO AS EXHIBIT A, A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to bring Resolution 2022-036 to the floor for discussion.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Beverly Williams made a motion to approve Resolution 2022-036.

Mayor Rogers requested a roll call for approval of the resolution.

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

B. RESOLUTION 2022-037 APPROVING THE CITY'S SPONSORSHIP OF THE BROWARD LEAGUE OF CITIES' 65TH ANNUAL GALA

This resolution approves the City's sponsorship of the Broward League of Cities' 65th Annual Gala to be held on May 13, 2022 at the Margaritaville Beach Resort in Hollywood, Florida, in an amount not to exceed five thousand dollars and no/100 ($5,000.00) dollars.

City Attorney, Sidney Calloway, read Resolution 2022-037 by title:

Resolution 2022-037

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING THE CITY'S SPONSORSHIP OF THE BROWARD LEAGUE OF CITIES' 65TH ANNUAL GALA TO BE HELD ON MAY 13, 2022 AT THE MARGARITAVILLE BEACH RESORT IN HOLLYWOOD, FLORIDA, IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to bring Resolution 2022-037 to the floor for discussion.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Beverly Williams made a motion to approve Resolution 2022-037.

Mayor Rogers requested a roll call for approval of the resolution.

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

C. RESOLUTION 2022-038 URGING CITIZENS INSURANCE TO TAKE ACTION TO LOWER HOMEOWNER INSURANCE RATES IN FLORIDA (SPONSORED BY COMMISSIONER BEVERLY WILLIAMS)

This resolution urges Citizens Insurance to lower homeowner insurance rates in Florida.

City Attorney, Sidney Calloway, read Resolution 2022-038 by title:

Resolution 2022-038

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA URGING CITIZENS PROPERTY INSURANCE CORPORATION TO TAKE ACTION TO LOWER HOMEOWNER INSURANCE RATES IN FLORIDA; URGING THE LEGISLATURE TO TAKE IMMEDIATE ACTION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to bring Resolution 2022-038 to the floor for discussion.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Beverly Williams made a motion to approve Resolution 2022-038.

Mayor Rogers requested a roll call for approval of the resolution.

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

D. RESOLUTION 2022-039 APPOINTING A MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD

This Resolution serves to appoint a member to the Parks and Recreation Board. The term of the appointed members will run concurrent with the appointing Mayor or Commissioner.

City Attorney, Sidney Calloway, read Resolution 2022-039 by title:

Resolution 2022-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES APPOINTING A MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Marilyn Davis made a motion to bring Resolution 2022-039 to the floor for discussion.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Beverly Williams made a motion to approve Resolution 2022-039.

Mayor Rogers requested a roll call for approval of the resolution.

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

E. RESOLUTION 2022-040 APPOINTING A DIRECTOR, AN ALTERNATE AND SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES FOR 2022-2023

This Resolution serves to appoint a Director, an Alternate and Second Alternate to the Broward League of Cities for 2022-2023.

City Attorney, Sidney Calloway, read Resolution 2022-040 by title:

Resolution 2022-040

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING A DIRECTOR, AN ALTERNATE, AND A SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES FOR THE 2022-2023 TERM; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to bring Resolution 2022-040 to the floor for discussion.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Mayor Rogers opened the floor for nominations.

Commissioner Beverly Williams nominated Vice Mayor Marilyn Davis as the Director. The motion was seconded by Commissioner Veronica Edwards Phillips.

Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

Commissioner Karlene Maxwell-Williams nominated herself as the Alternate.

Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Commissioner Karlene Maxwell-Williams.

AGAINST: Vice Mayor Marilyn Davis, Veronica Edwards Phillips, Commissioner Beverly Williams.

Motion failed: 3-2.

Commissioner Marilyn Davis nominated Commissioner Veronica Edwards Phillips as the Alternate.

Mayor Rogers requested a roll call:

FOR: Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Beverly Williams.

AGAINST: Mayor Hazelle Rogers, Commissioner Karlene Maxwell-Williams.

Motion passed: 3-2.

Commissioner Beverly Williams nominated Commissioner Karlene Maxwell-Williams as the Second Alternate.

Commissioner Karlene Maxwell-Williams declined the nomination.

Commissioner Beverly Williams withdrew the motion.

No appointment was made for the the position of the Second Alternate.

Being that there were no other nominations, Mayor Rogers announced the nominations closed.

Commissioner Beverly Williams made a motion to approve Resolution 2022-040.

Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

Commissioner Beverly Williams made a motion to defer the appointment of the Second Alternate.

Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

11. CORRESPONDENCE

There was none.

12. REPORT OF THE MAYOR

Mayor Hazelle Rogers announced that May 5, 2022 is National Day of Prayer and she is asking that permission be provided to staff to utilize the City's alert to engage residents. She asked everyone to take a break at 12:00 p.m. and 6:00 p.m. for prayer in recognition of this day. She spoke about the BCOM Mobile Health Unit and the work that they do. She spoke about the Florida League of Cities Health Challenge and taking a health pledge to walk or bike as a part of the health challenge. She urged all walkers, bikers, partners and sponsors to participate. Lastly, she said that the date of Unifest has been rescheduled to June 12th.

13. REPORT OF THE VICE MAYOR

Vice Mayor Marilyn Davis thanked all for their attendance and expressed the importance of attending meetings and providing input. She thanked Commissioner Beverly Williams for the work she does as President of the Broward League of Cities. She also provided a tentative date of May 21, 2022 for the next cleanup event and asked all to volunteer.

14. REMARKS OF THE COMMISSIONERS

Commissioner Veronica Edwards Phillips announced that Thursday is, take your child to work day. She thanked teachers, the Broward County School System and support staff for the work that they do. She spoke about the My Bag Campaign and asked all to be on the lookout for information related to the event. Lastly, she thanked Commissioner Beverly Williams for her work as President of the Broward League of Cities and taking the time to do what she does in the garden.

Commissioner Karlene Maxwell-Williams commented on feelings she had about her colleagues.

Commissioner Beverly Williams congratulated all who received proclamations. She announced that the habitat stores will be giving away trees on May 21. She spoke about the increase in mental illness and the importance of asking for help. She thanked Captain Phillips for the officers cruising the neighborhoods. She thanked her colleagues and said that she made a commitment to be an effective City Commissioner.

15. REPORT OF THE CITY MANAGER

Assistant City Manager, Treasa Brown Stubbs, spoke about the community priority survey and asked all to let the City know what they think is a priority for businesses and residents. She spoke about the available City programs, summer camp registration, Game Changers Team Skills Program, Mayor Sam Brown Scholarship Application process, Keep Lauderdale Lakes Clean initiative, Unifest, Juneteenth, My Bag Campaign the activities involved in the City's wellness initiative, and the Mayor's chess challenge.

Mayor Hazelle Rogers mentioned Haitian Flag Day being on May 18, 2022.

16. REPORT OF THE CITY ATTORNEY

City Attorney, Sidney Calloway, spoke about his continuing effort to ensure that chronic violation of the City's ordinances relative to the code are currently being pursued. The next step is to have a judge enter an order requiring chronic violators to recognize and comply with the City's Code of Ordinances. He spoke of properties in violation and said that the matters are being pursued for compliance.

City Attorney Calloway spoke about the earlier City Commission retreat and rules relative to how to proceed on the dais during meetings. The Commission has rules of procedure which does include the Chair's responsibility and effort to act as the Parliamentarian and to require certain levels of decorum. He discussed certain matters discussed during the retreat as it relates to decorum.

17. ADJOURNMENT

Being that there was no further business before the CIty Commission, the meeting adjourned at 9:06 p.m.

_____

HAZELLE ROGERS, MAYOR

ATTEST:

_____

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title
RESOLUTION 2022-041 CREATING THE NON-STATUTORY BUDGET ADVISORY COMMITTEE FOR FISCAL YEAR 2022-2023

Summary
This resolution creates a Non-Statutory Budget Advisory Committee through September 30, 2022 for the development of the Fiscal Year 2022-2023 Operating and Capital Budget.

Staff Recommendation

Background:

The Budget Advisory Committee shall be charged with the responsibility of advising the City Commission, after deliberation and taking input from the public, as to:

1. Input regarding the taxpayers' perspectives in the development of the fiscal year 2022-2023 annual operating and capital budget;
2. Projections and estimates from the City Manager regarding revenues and expenditures for the upcoming fiscal year;
3. Advice to the City Commission on service levels and priorities to maintain fiscal solvency;
4. Recommendations and findings presented to the City Commission, no later than July 25, 2022, regarding a budget for the upcoming fiscal year;
5. Review of the City budgetary practices, standards and recommendations, and Such other undertakings as the City Commission may direct by resolution.

Staff recommends that the City Commission establish the Budget Advisory Committee (BAC) to assist in the Fiscal Year 2022-2023 budget development process and appoint board members.

The organizational meeting of the Committee is scheduled for Wednesday, May 25, 2022 at 6:00 p.m.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Asheley A. Hepburn, MPA – Director, Financial Services Department

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
	Resolution 2022-041 - Creating Non-Statutory Budget Advisory Committee for Fiscal Year 2022-2023	Resolution

RESOLUTION 2022-041

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA CREATING THE NON-STATUTORY FISCAL YEAR 2022-2023 BUDGET ADVISORY COMMITTEE; PROVIDING FOR SUCH COMMITTEE'S TERM, MISSION, CHARGES, AND MEETING DATES; PROVIDING FOR APPOINTMENT OF MEMBERS; PROVIDING FOR MEMBER QUALIFICATIONS AND ELECTION OF OFFICERS; PROVIDING FOR REQUIREMENT OF WRITTEN RECOMMENDATIONS; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") is continuing on its path to financial resiliency and public accountability and transparency with regard to the finances and fiscal operation of the City;

WHEREAS, the City of Lauderdale Lakes Commission and Staff is currently planning for the preparation of the Fiscal Year 2022-2023 budget, and is desirous of constituting a Budget Advisory Committee ("Committee");

WHEREAS, it is appropriate to encourage City residents to participate in the budgetary process, and taking advantage of the talent and resources of the community;

WHEREAS, it is equally important to create a transparent process in which the residents will be well-advised concerning the City's economic and fiscal affairs;

WHEREAS, the City Commission has determined it be prudent, practical and in the City's health and welfare interest to establish a Budget Advisory Committee which will bring the perspectives of qualified City residents to the Fiscal Year 2022-2023 Budget Process, including the preparation of a proposed budget document;

WHEREAS, the City has determined that an organizational meeting for the Committee is scheduled to occur on May 25, 2022, at 6:00 PM, during which meeting the Committee will, among other acts, elect the Committee's Chair, Vice-Chair and Secretary as well as review its mission and charges, confirm the requirement of preparing a written report to the Commission and sunset date for the said Committee; and

WHEREAS, the Mayor and each of the members of the City Commission has nominated a qualified member of the Committee, and the Commission is desirous of approving such nominations, to serve for the terms as contemplated in said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. CREATION; TERM: The Fiscal Year 2022-2023 Budget Advisory Committee is hereby created and shall consist of five (5) members, each of whom shall serve at the pleasure of the appointing officer in accordance with Section 2-311(c) of the Code of Ordinances, and shall coincide with the term of the mayor or commissioner making the appointment. An affirmative majority of the Budget Advisory Committee shall include members who are residents of the City of Lauderdale Lakes.

SECTION 3. MEMBERSHIP QUALIFICATIONS: Members to be appointed to the Fiscal Year 2022-2023 Budget Advisory Committee shall possess the following qualifications, each of which shall be deemed a condition precedent to appointment:

a. A resident of the City for a period of one year preceding the date of appointment; or a City business owner or operator who need not be a resident of the City, but shall at all times, comply with the City's Code of Ordinances;

b. A person who has filed a written application for the position on forms to be provided by the City Clerk;

c. A person who has filed a written resume with the City Clerk;

d. A person who possesses a diploma or certificate in economics, accounting, business administration, finance or management from an accredited academic institution, and

e. A person who has been employed in the public or private sector in the practice of economics, accountancy, business administration, finance or management.

SECTION 4. MEMBERS APPOINTMENT APPROVAL OF APPOINTMENTS: The City Commission hereby appoints the following individuals to the Fiscal Year 2022-2023 Budget Advisory Committee, each to serve a term as provided in the empowering Resolution:

Mayor Hazelle Rogers	Appointee: Ingrid Roberts
Vice-Mayor Marilyn Davis	Appointee: Edward Grant
Commissioner Veronica Edwards Phillips	Appointee: Barbara Smith
Commissioner Karlene Maxwell Williams	Appointee:
Commissioner Beverly Williams	Appointee: Nethel Stephens

SECTION 5. ORGANIZATIONAL MEETING; MEETINGS: The organizational meeting of the Committee shall be on May 25, 2022 at 6:00 PM. Thereafter, the Committee shall determine its meeting schedule at City Hall or at such other public place as shall facilitate the business of a public noticed meeting and the input of the public. A chairperson, a vice-chairperson, and a secretary shall be elected. The chairperson so appointed shall preside at all meetings of the Committee and the secretary shall authenticate the written minutes of the Committee's meeting and any actions taken by the Committee. In the absence or on account of inability of the chairperson to so preside, the vice-chairperson shall act in lieu of the chairperson, with all powers of such office. The Committee shall adopt an agenda on forms provided by the City Clerk and

shall conduct its meetings in accordance Section 286.011, F.S. therewith; provided, however, that the City Clerk shall post the same in accordance with Chapter 119, F.S. and other applicable Florida law.

SECTION 6. MISSION; CHARGES: The Fiscal Year 2022-2023 Budget Advisory Committee shall be charged with the responsibility of advising the City Commission, after deliberation and taking input from the public, as to:

A. The taxpayers' perspectives in the development of Fiscal Year 2022-2023 annual operating and capital budget;

B. Projections and estimates from the City Manager regarding revenues and expenditures for the upcoming Fiscal Year;

C. Advice to the City Commission on service levels and priorities to maintain fiscal solvency;

D. Recommendations to the City Commission, no later than July 22, 2022, regarding a budget for the upcoming Fiscal Year;

E. Budgetary best practices and standards, and

F. Such other undertakings as the City Commission may direct by resolution.

SECTION 7. REPORTS OF THE COMMITTEE: The Fiscal Year 2022-2023 Budget Advisory Committee shall provide such reports as provided in Section 2-321 of the Code of Ordinances, provided, however, no less frequently than once a month, beginning thirty (30) days from the organizational meeting herein provided. Such reports shall be advisory only.

SECTION 8. USE OF CONSULTANTS: The Fiscal Year 2022-2023 Budget Advisory Committee shall have the right to use the consultants retained by the City, as the City Commission may, from time to time, designate and authorize.

SECTION 9. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

SECTION 10. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, CITY CLERK
Sponsored by: Asheley Hepburn, MPA, Director, Financial Services

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

VOTE:

Mayor Hazelle Rogers	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Marilyn Davis	____ (For)	____ (Against)	____ (Other)
Commissioner Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Beverly Williams	____ (For)	____ (Against)	____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: No

Title

RESOLUTION 2022-042 AUTHORIZING A CONTRACT AMENDMENT FOR THE CONTRACT NO #19-3410-04R, COMMUNITY BUS PROGRAM, FOR THE LIMOUSINES OF SOUTH FLORIDA, INC. TO ALLOW EXPANSION OF THE COMMUNITY SHUTTLE SERVICES AND INCLUDE SUNDAY SERVICES

Summary

This resolution approves the expansion of shuttle services for contract number #19-3410-04R, Community Bus Program.

Staff Recommendation

Background:

The City Commission approved by Resolution 2019-032, the contract award for the Community Bus Program to the Contractor, Limousines of South Florida, Inc., for an amount of $44.00 per hour. The Contract was later amended by Resolution 2021-026 to extend services for an additional hour during the week (Monday – Friday) and six (6) hours on Saturday.

Due to the increase of ridership in Lauderdale Lakes, Broward County has approved an additional shuttle bus, as well as, six (6) service hours on Sundays. The additional shuttle bus will run simultaneously with the current shuttle schedule to reduce the wait time between stops.

The expanded service will retroactively commence April 1, 2022. This amendment will have a fiscal impact of $317,295 for a total annual impact of $576,016.

For the current fiscal year, the fiscal impact is $124,000, which requires a budget amendment in the Grants Fund. The Community Bus Program is fully funded at 100% by the surtax transportation funds; therefore, all funds used for this service will be reimbursed by Broward County.

The contractor, Limousines of South Florida, Inc., has accepted the additional service hours with no increase in the already approved contracted hourly rate of $44.00.

Funding Source:

The Community Bus Program is funded in the Grants Fund, 1021200-3410-CMBUS.

Fiscal Impact:

There is a financial impact to the Community Bus Program in the amount of $124,000 for the current fiscal year, which will require a budget amendment to the Grants Fund. Future budgets will provide sufficient funding for a full program year as long as the program is active and funded through the surtax transportation funds.

Sponsor Name/Department: Asheley A. Hepburn, MPA – Director, Financial Services Department and Treasa Brown-Stubbs, MPA - ACM

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
	Resolution 2022-042 Contract Amendment for Community Bus Services	Resolution
	Exhibit A - Award Letter from Broward County	Exhibit
	Exhibit B - Letter of Acceptance	Exhibit

RESOLUTION 2022-042

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING A CONTRACT AMENDMENT TO THAT CERTAIN CONTRACT #19-3410-04R, COMMUNITY BUS SERVICE, BETWEEN THE CITY OF LAUDERDALE LAKES AND LIMOUSINES OF SOUTH FLORIDA, INC., FOR COMMUNITY SHUTTLE SERVICES ON SUNDAY; AUTHORIZING THE CITY MANAGER TO TAKE SUCH STEPS AS NECESSARY TO EFFECTUATE THE CONTRACT AMENDMENT; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of Lauderdale Lakes approved Resolution 2019-032, awarding the contract for the Community Bus Service to Limousines of South Florida, Inc., at a fixed rate of Forty-Four and No/100 ($44.00) Dollars per hour. The Contract was later amended by Resolution 2021-026 to extend services for an additional hour during the week (Monday – Friday) and for six (6) hours on Saturday;

WHEREAS, due to the increase of ridership in the City of Lauderdale Lakes ("City"), Broward County has approved the City's use of an additional shuttle bus as well as six (6) service hours on Sundays. The additional shuttle bus will run simultaneously with the current shuttle schedule to reduce the wait time between stops;

WHEREAS, Limousines of South Florida, Inc., has accepted the additional service hours with no increase in the already approved contracted hourly rate of Forty-Four and No/100 ($44.00) Dollars per hour;

WHEREAS, the expanded service will retroactively commence April 1, 2022. This amendment will have a fiscal impact of Three Hundred Seventeen Thousand Two Hundred Ninety-Five and No/100 ($317,295.00) Dollars for a total annual fiscal impact of Five Hundred Seventy-Six Thousand Sixteen and No/100 ($576,016.00) Dollars;

WHEREAS, for the current fiscal year, the fiscal impact is One Hundred Twenty-Four Thousand and No/100 ($124,000.00) Dollars, which requires a budget amendment in the Grants Fund; and

WHEREAS, The Community Bus Program is funded in the Grants Fund, 1021200-3410-CMBUS. The Community Bus Program is fully funded at 100% by the surtax transportation funds; therefore, all funds used for this service will be reimbursed by Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby approves an amendment to that certain Contract #19-3410-04R, to expand the Community Bus Program to include Sunday services for six hours each Sunday, effective retroactively on April 1, 2022.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, Director, Financial Services and Ericka Lockett, Assistant Director, Parks & Human Services

VOTE:

Mayor Hazelle Rogers	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Marilyn Davis	____ (For) ____ (Against) ____ (Other)
Commissioner Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Beverly Williams	____ (For) ____ (Against) ____ (Other)

Service and Strategic Planning Division
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

January 5, 2022

Ms. Ericka Lockett
Assistant Director of Parks and Human Services
Parks and Human Services
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33309

Dear Ms. Lockett,

As you are aware, the City of Lauderdale Lakes (City) requested funding to implement an expanded and new community shuttle service as part of the FY2021 Community Shuttle Program (CSP) Transportation Surtax Funding Process. The service request was to provide more community shuttle service across your existing network, specifically an increase in the service span new service. The proposed service would also augment public transportation services provided by BCT and serve a greater number of people traveling to, from, and within the City.

Based on a subsequent internal review and coordination with City staff, we are pleased to inform you that BCT will fund the following:

Community Shuttle Service	Service Span	Days Per Week	Vehicles Requested	Service Request
East/West	Weekday - 9:00A-6:59P Saturday - 8:00A-1:50P Sunday - 8:00A-2:06P	7	2	Additional Frequency Monday-Saturday New Service Sunday
North /South	Weekday - 9:00A-7:53P Saturday - 8:00A-3:16P Sunday - 8:00A-2:30P	7	2	Additional Frequency Monday-Saturday New Service Sunday

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Based on the trip generators, connection potential to other BCT services, markets, and demographics, we believe the service will be transit-supportive and has the potential to be successful. The annual fiscal impact will be approximately $317,294.56 This will increase your total operating budget and funding from Broward County to $576,016.32 As a reminder, ADA compliancy for all stops, in addition to ILA compliance, is required before the start of service. Please note: it is the responsibility of the City to verify that the existing operating contract with your vendor is structured in a way that will allow you to expand services.

We appreciate your continued interest in developing transit services and are proud of our partnership with you in providing these vital transportation services. Please confirm your acceptance of this award by submitting a letter of acceptance via email to my attention at bamccoy@broward.org with a copy to communityshuttlereports@broward.org. Once the acceptance is received, BCT will provide a proposed timeline for the start of service with key and critical milestones.

Should you have any questions, please do not hesitate to contact me at (954) 357-8369 or bamccoy@broward.org or Sherley Mathurin at (954) 357-8615 or smathurin@broward.org.

Regards,

Barney L. McCoy
Assistant General Manager, Service and Strategic Planning

Cc: Nick Sofoul, Transit Planning Administrator
Sherley Mathurin, Contracts/Grants Administrator

LSF SHUTTLE
A TRANSPORTATION AMERICA COMPANY

January 27, 2022

City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319

Attn: Ericka Lockett, Assistant Director of Parks and Human Services

RE: RFP19-3410-04R Community Bus Services

Dear Ms. Lockett,

This letter is to confirm that Limousines of South Florida, Inc. agrees to amend our existing Agreement with the City of Lauderdale Lakes to include additional hours of service on Sundays and to increase the number of vehicles utilized on both North/South and East/West Routes during weekdays. The additional weekday service will add an additional bus to each or the current routes which will cut the headway time in half for each route. These additional hours will be at the same current hourly rate of $44.00 per operating hour, per bus pursuant to our existing Agreement until expiration. The expiration date of the existing agreement will be April 30, 2023.

Please provide us with notice on when this additional service will become effective. If you need any additional information or clarification, please feel free to contact me at any time.

Respectfully,

Mark Levitt
Vice President

3300 SW 11th Avenue
Fort Lauderdale, FL 33315
Phone: (954) 463-0845

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2022-043 APPROVING, WITH CONDITIONS, THE CONDITIONAL USE APPLICATION NO. 03-CU-21 SUBMITTED BY DR. LUC DORE, REQUESTING CONDITIONAL USE APPROVAL PERMITTING A NURSING SCHOOL WITHIN THE OFFICE PARK (OP) ZONING DISTRICT, ON THE PROPERTY COMMONLY KNOWN AS HEADWAY OFFICE PARK

Summary

This resolution is a request for a Conditional Use approval to allow for a nursing school on the subject property in the (OP) zoning district.

Staff Recommendation

Background:

Project Name: Universal Training Center Nursing School	Project Location: 4850 N State Road 7 G-105 Parcel ID: 494218AC0110	Staff Recommendation: Based upon the materials submitted by the Applicant and findings presented within this report, Staff concludes that Application is complete and suitable for transmittal to the City Commission for further consideration.
Project Applicant: Dr. Luc Dore	**Project Request: 03-CU-21** Request for Conditional Use approval to establish a Nursing School within the Office Park (OP) zoning district, on property generally known as Headway Office Park.	
Project Planner: Stephen Smith, Planner II		

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanya Davis-Hernandez, AICP/Development Services Director

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
	Resolution 2022-043 - Approving Application No. 03-CU-21 for Conditional Use (Nursing School)	Resolution
	Exhibit A - Nursing School Application	Exhibit
	Exhibit B - Nursing School Interoffice Memorandum	Exhibit

RESOLUTION 2022-043

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING, WITH CONDITIONS, THE CONDITIONAL USE APPLICATION NO. 03-CU-21 SUBMITTED BY DR. LUC DORE, REQUESTING CONDITIONAL USE APPROVAL PERMITTING A NURSING SCHOOL WITHIN THE OFFICE PARK (OP) ZONING DISTRICT, ON THE PROPERTY COMMONLY KNOWN AS HEADWAY OFFICE PARK, A COPY OF SAID APPLICATION, IS ATTACHED HERETO AS **EXHIBIT A,** A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; A OF COPY OF CITY STAFF'S MEMORANDUM PROVIDING FOR SUCH CONDITIONS OF APPROVAL IS ATTACHED HERETO AS **EXHIBIT B**; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dr. Luc Dore ("Applicant") filed Application No. 03-CU-21 ("Application"), attached hereto and incorporated into this Resolution as **Exhibit A**. Said Application requested approval of a +/-1800 square foot nursing school to be known as, the "Universal Training Center Nursing School" as a conditional use at the property located at 4850 N State Road 7, Building G, commonly known as Headway Office Park (the "Subject Property");

WHEREAS, the Subject Property is situated on two parcels all within the Office Park (OP) zoning district;

WHEREAS, Section 704.9 of the City's Land Development Regulations ("LDRs") provides the following with respect to the Office Park (OP) zoning district:

> This district is intended to provide for high-quality, semi-professional and professional offices in a campus setting reflecting creative design and environmentally compatible use of space and perimeter buffer areas. This zoning district may be applied to land designated business and office and industrial and office on the city's future land use map, however the uses within this district shall be consistent with, but may be more restrictive than, the corresponding business and office and industrial and office category permitted uses.

WHEREAS, the LDRs further provide that "business-related schools" may be established in the Office Park (OP) zoning district if first approved as a conditional use;

WHEREAS, the Applicant has indicated that the proposed nursing school will accommodate eight students at a time and will have two administrative staff on site at the Subject Property. Business hours are stated to be from 9am-1pm for administrative staff and classes to be held from 6pm-10pm in the evenings, Monday through Friday; and

WHEREAS, at the April 14, 2022 Special Meeting, the Planning and Zoning Board, by a unanimous 4-0 vote, recommended approval by the City Commission of the Application, with certain conditions,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. REVIEW AND FINDINGS. The City Commission has considered and after reviewing the proposed conditional use, and further reviewing the general standards of review set forth in Section 503.3 of the LDRs; and further reviewing the written report of City Staff ("Staff Memorandum"), attached and incorporated into this Resolution as **Exhibit B**, the recommendation of the planning and zoning board, and any oral or written comments received before or at the public hearing, hereby finds that the proposed conditional use as set forth in Application No. 03-CU-21 complies with general standards of review set forth in Section 503.3 of the LDRs.

SECTION 3. APPROVAL: The City Commission of the City of Lauderdale Lakes hereby approves the Conditional Use Application No. 03-CU-21, submitted by Dr. Luc Dore ("Application"), and further approves the +/-1800 square foot nursing school as a conditional use

at the property located at 4850 N State Road 7, Building G, commonly known as Headway Office Park in the City of Lauderdale Lakes; further providing that such approval shall be subject to the Applicant's compliance with each of four conditions described on pages 7 and 8 of the Staff Memorandum attached hereto and incorporated as **Exhibit B** of this Resolution.

SECTION 4. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Tanya Davis Hernandez, AICP, Development Services Director and Fernando Leiva, AICP, Assoc. AIA, Principal Planner

VOTE:

Mayor Hazelle Rogers	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Marilyn Davis	____ (For) ____ (Against) ____ (Other)
Commissioner Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Beverly Williams	____ (For) ____ (Against) ____ (Other)

EXHIBIT A

RECEIVED
NOV 0 8 2021
BY:

LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 11-03-2021

- ☐ Rezoning
- ☐ Land Use Plan Amendment
- ☐ Text Amendment to Modify Zoning Code
- ☒ Conditional Use
- ☐ Right-of-Way Vacation
- ☐ Platting or Replatting of a Subdivision, or a Portion Thereof
- ☐ Other _____
- ☐ Site Plan Approval
- ☐ Appeal of Administrative Interpretation
- ☐ Variance

PLEASE PRINT OR TYPE

Name of Owner: LLC DoRe

Mailing Address: 4850G North State Road 7 G-105 Lauderdale Lakes, FL 33319

Business Telephone: 954-990-7376 Home: 754-234-1558 Fax: 954-990-7376

Name of Applicant (if different from owner):

I am the (check one): ☐ Attorney Representing Owner ☐ Prospective Purchaser ☐ Contractor and/or Architect ☐ Representative/Agent ☐ Tenant

Mailing Address:

Business Telephone: Home: Fax:

Name of Representative (if different from owner and Applicant):

I am the (check one): ☐ Attorney Representing Owner/Applicant ☐ Contractor and/or Architect ☐ Other (please specify)

Mailing Address:

Business Telephone: Home: Fax:

Location of Subject Property: HeadWay office Park.

Property Size: 1,833 Sqts

Present Zoning:

Present Land Use Designation:

Folio Number:

Full Legal Description (attach additional sheets, if necessary): A triangle place has 1,833 Sqts located in the City of Lauderdale Lakes, FL 33319

Brief Description of Request

As the Owner of that institution Universal Training Center School of Nursing I am proud to be deal with City of Lauderdale.

APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.

PROPERTY OWNER'S SIGNATURE

Luc Dore

PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this 3rd day of November, 2021.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

LYNNE DORE
Notary Public-State of Florida
Commission # GG 311384
My Commission Expires
March 13, 2023

DEVELOPMENT APPLICATION OWNER CERTIFICATION
(Please complete all that apply)

For use when petitioner is the Owner of subject property:
This is to certify that I am the owner of the subject lands described in the above application. I understand that I am responsible for complying with all application requirements prior to this petition being scheduled for any public hearing. I also understand that it is my responsibility to comply with the City's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

Luc Dore
Print name of Petitioner

Signature of Petitioner

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was Sworn to and Subscribed before me this 4th of November, 2021, by Luc Dore, who is personally known to me or who has produced Drivers License as identification.

Lynne Dore
Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

LYNNE DORE
Notary Public-State of Florida
Commission # GG 311304
My Commission Expires
March 13, 2023

For use when petitioner is NOT the Owner of the Subject Property:
This is to certify that I am the owner of subject lands described in the above petition. I have authorized _____ to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Print name of Petitioner

Signature of Petitioner

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was Sworn to and Subscribed before me this 4th of NOV, 2021, by Luc Dore, who is personally known to me or who has produced Drivers License as identification.

Lynne Dore
Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

LYNNE DORE
Notary Public-State of Florida
Commission # GG 311304
My Commission Expires
March 13, 2023

Tenant or Owner Affidavit
I, Luc Dore being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Luc Dore
Print Name

Signature

STATE OF FL COUNTY OF Palm Beach

The foregoing instrument was Sworn to and Subscribed before me this 4th of NOV, 2021, by Luc Dore, who is personally known to me or who has produced Drivers License as identification.

Lynne Dore
Printed Name of Notary Public

LYNNE DORE
Notary Public-State of Florida
Commission # GG 311304
My Commission Expires
March 13, 2023

Signature of Notary Public

My Commission Expires:

Attorney Affidavit

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Luc Dore
Print name of Petitioner

Signature of Petitioner

STATE OF FL COUNTY OF Palm Beach

The foregoing instrument was Sworn to and Subscribed before me this 4 of NOV, 2021, by Luc Dore, who is personally known to me or who has produced Drivers License as identification.

Lynne Dore
Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

LYNNE DORE
Notary Public-State of Florida
Commission # GG 311304
My Commission Expires
March 13, 2023

Corporation Affidavit

I/We, _____ being first duly sworn, depose and say that I/we am the President/Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Luc Dore
Print Name

Signature

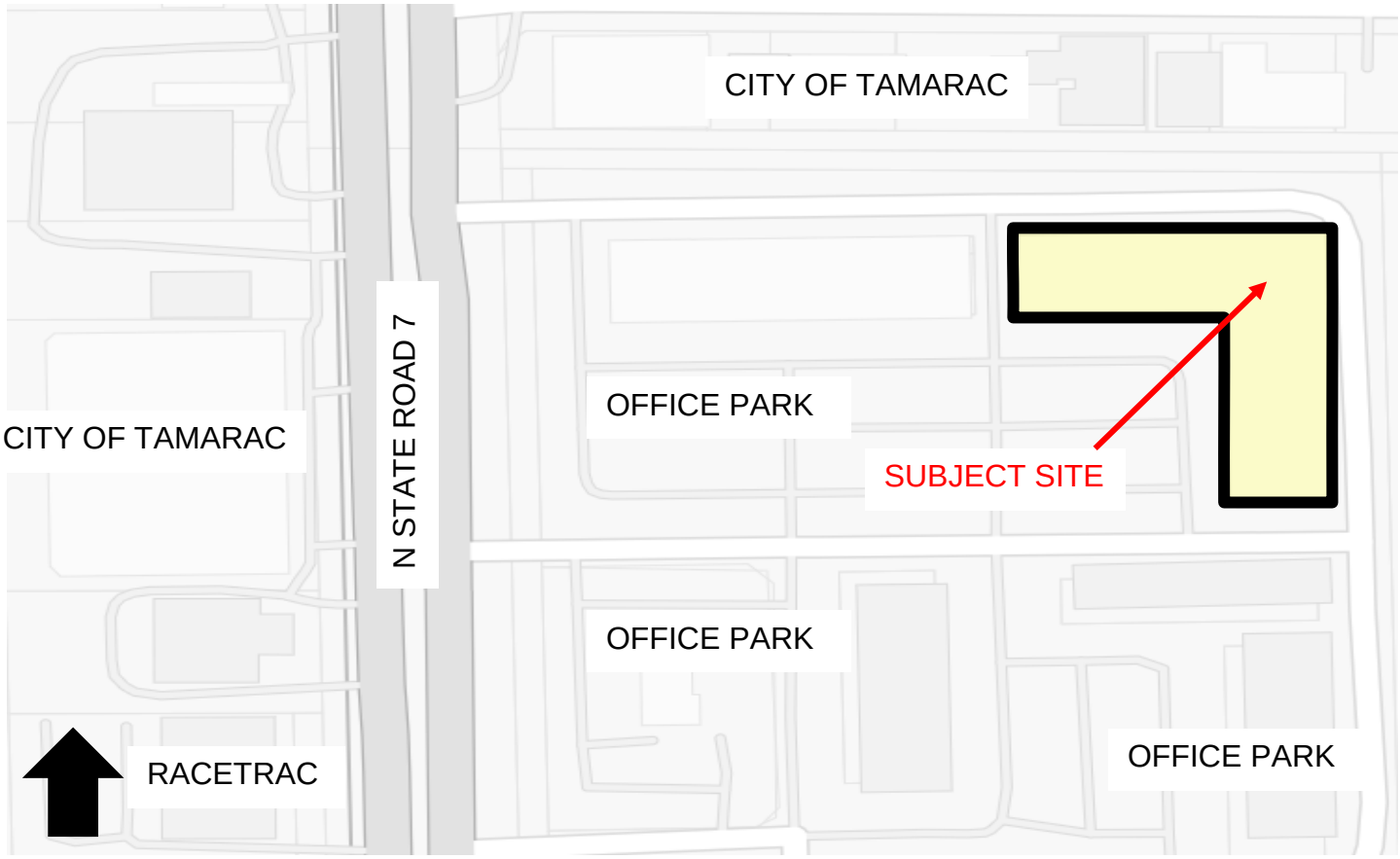
EXHIBIT B

Interoffice Memorandum to the
City Commission
May 10, 2022

App No.
03-CU-21

		REVIEW TIMELINE:	
TO:	Phil Alleyne, City Manager	Dates	Boards
THRU:	Tanya Davis-Hernandez, AICP Development Services Director Fernando Leiva, AICP Assoc. AIA, Principal Planner	December 09, 2021	Application Received
		January 05, 2022	Development Review Committee
		February 24, 2022	Planning & Zoning Board (Cancelled)
		March 24, 2022	Planning & Zoning Board (Cancelled)
		April 14, 2022	Special Planning & Zoning Board (Approved 4-0)
FROM:	Stephen Smith Planner II	May 10, 2022	City Commission Regular Meeting (Pending)

RE: <u>Universal Training Center Nursing School</u>



N

FIGURE 1

I. PROJECT DESCRIPTION

Project Name: Universal Training Center Nursing School	Project Location: 4850 N State Road 7 G-105 Parcel ID: 494218AC0110	Staff Recommendation: Based upon the materials submitted by the Applicant and findings presented within this report, Staff concludes that Application is complete and suitable for transmittal to the City Commission for further consideration.
Project Applicant: Dr. Luc Dore	**Project Request: 03-CU-21** Request for Conditional Use approval to establish a Nursing School within the Office Park (OP) zoning district, on property generally known as Headway Office Park.	
Project Planner: Stephen Smith, Planner II		

II. SITE DATA

Existing			
Use:	Vacant		
Zoning:	Office Park (OP) District		
County Land Use	Commerce		
Acreage	2.799 acre (121,925 S.F.)		
Proposed			
Use:	+/- 1800 sq-ft. Nursing School		
Zoning	To remain the same		
Land Use	To remain the same		
Surrounding Properties			
	Existing Land Use	Zoning	Future Land Use
North (Tamarac)	Retail	B-3	Commerce
East	Multi-Family Apartments	RM-25	Medium High (25) residential
South	Office Buildings	B-2	Commerce
West (Tamarac)	Retail	NC	Neighborhood Commercial

III. PROJECT OVERVIEW

REQUEST:

On December 09, 2021, The “Applicant”, Dr. Luc Dore, filed an application requesting the approval of a +/-1800 square foot nursing school to be known as, the “Universal Training Center Nursing School”

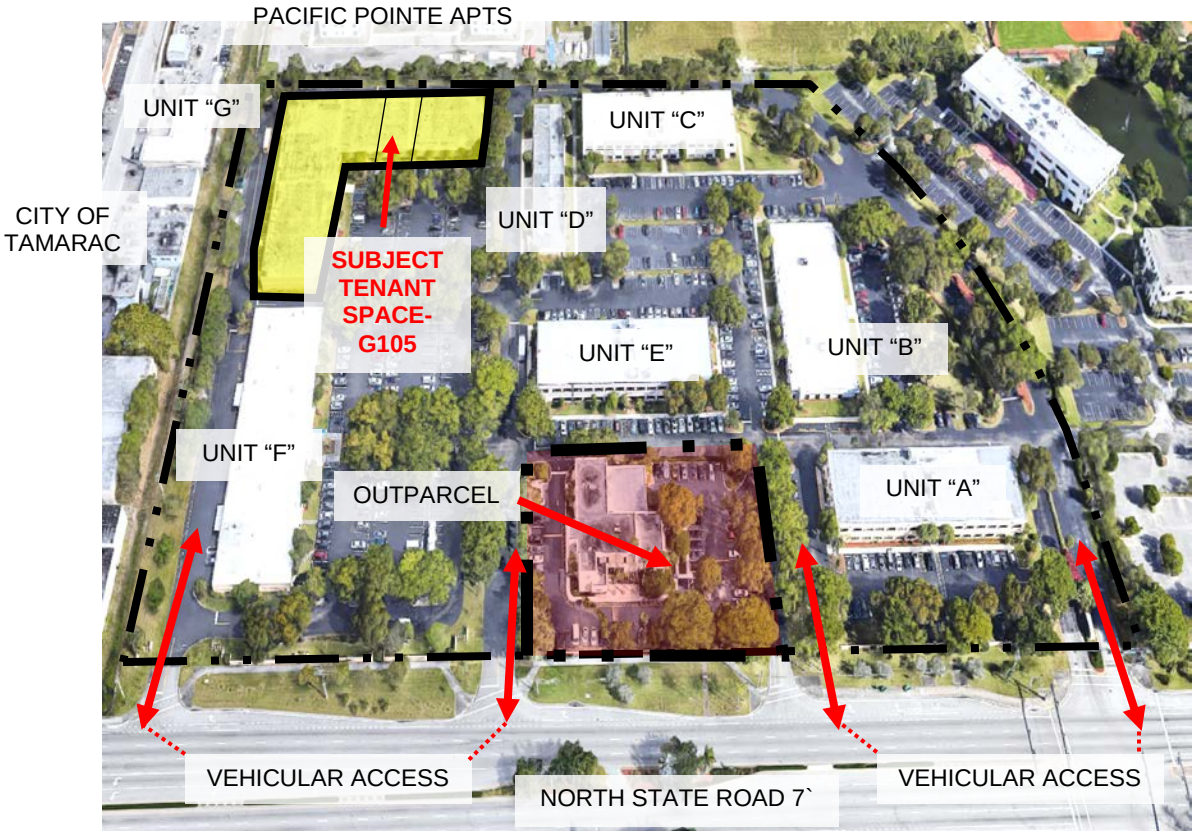
as a conditional use, within the Office Park (OP) zoning district. Applicant documentation indicates that the school will be for 8 students at a time and will have 2 administrative staff on site. Business hours are also stated to be from 9am-1pm for administrative staff and classes to be held from 6pm-10pm in the evenings, Monday through Friday.

HISTORY:

The subject site is located at 4850 N State Road 7, Building G. The site is part of a larger office development – Headway Park, which has been carved out slowly to allow uses that are not allowed by current code standards. The long-range vision for increased densities and campus like setting development within the development has evolved from research, business and professional offices to low-density outward growth and ad-valorem tax-exempt uses.

SITE CONTEXT:

The Headway Office Park is comprised of two separate parcels and mutually share Office Park (OP) District zoning designations. The northern parcel has a total of 8 buildings - three being 2 story units (A, C, E) and the remaining being single story units. Figure 1 as exhibited below, is an aerial of the northern parcel of the park and highlights the location of the tenant suite and surrounding context.



PARKING AND ACCESS:

Parking for the northern parcel is currently being serviced by on-site parking totaling roughly 642 parking spaces – 626 standard spaces and 16 handicap spaces. The site also consists of four driveways for access/egress along the western boundary line, which is off of N State Road 7.

IV. ANALYSIS

PURPOSE:

Pursuant to Chapter 5 Section 503.1 of the LDRs, Conditional uses are generally compatible with the other land uses permitted in a zoning district but, because of their unique characteristics or potential impacts on the surrounding neighborhood and the city as a whole, require individual review as to location, design, configuration, and/or operation for the particular use at the particular location proposed, as well as the imposition of individualized conditions in order to ensure that the use is compatible with the surrounding neighborhoods and appropriate at a particular location.

APPLICABLE CODES AND ORDINANCES:

The City's Land Development Regulations (LDRs) listed below are applicable to this application and are listed in no order of priority:

- Sec. 302. Planning and zoning board. The P&Z board shall act as an advisory board to the City Commission on applications for site plan approvals.
- Sec. 501. Procedures of general applicability such as public hearing and notice procedures as well as community meetings.
- Sec. 503 Conditional Uses. General site plan evaluation criteria. General Standards of Review. Review procedures.
- Sec 704.9. Office Park (OP) district
- Sec. 801. Off-street parking and loading requirements.
- Sec. 905 Sign regulations. Design, maintenance and general standards.

PARKING:

Pursuant to Chapter 8 Section 801.4.5 of the LDRs, on-site parking shall be provided as follows:

School, Vocational	Five spaces plus one space per classroom plus one space per student

According to the conceptual floor plan provided by the Applicant on Figure 2, there will be 4 classes rooms (including the laboratory), 2 administrative assistants and 8 students. In total the parking required is 17 parking spaces. The applicant has not yet provided an overall site plan showing information on dedicated parking spaces.

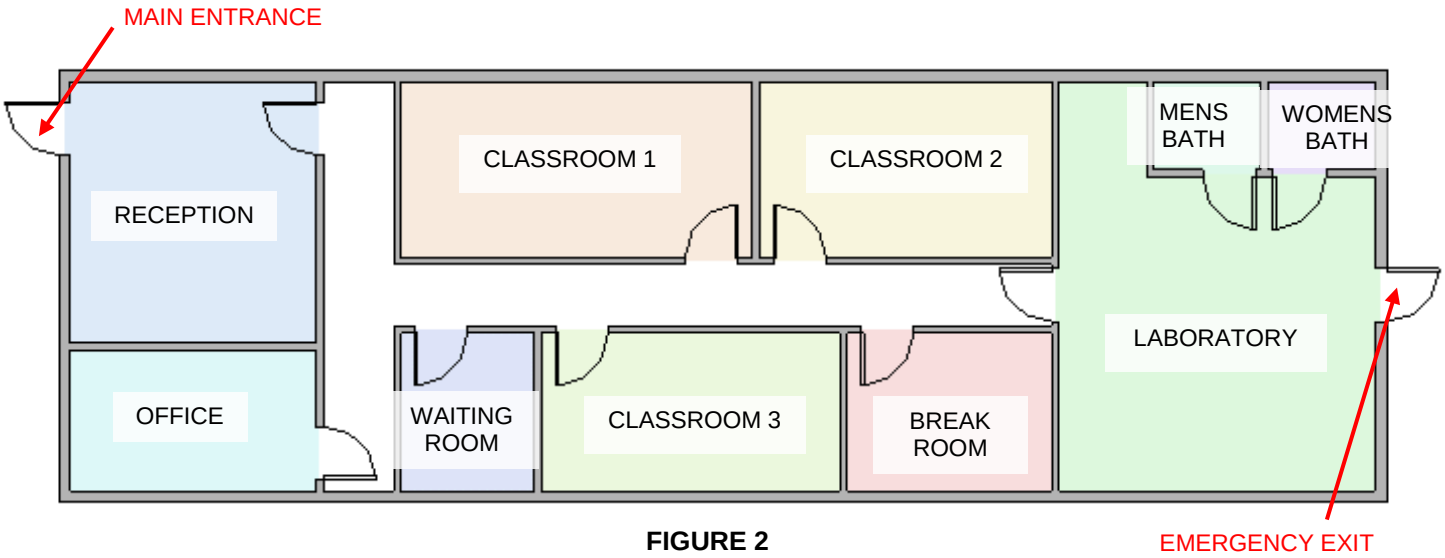


FIGURE 2

STANDARDS OF REVIEW:

The applicant has submitted the following information to substantiate the required criteria for each variance proposal and Staff has provided findings for each standard below:

a) The proposed use shall be consistent with the Comprehensive Plan;

Applicant Response: *I am sure the proposed use of my business is very consistent with the Comprehensive Plan*

Staff Response: Staff agrees with the Applicant regarding compliance with the Comprehensive Plan. Policy 1.1.2 Commercial intends for all land with a Commerce designation to provide land for business, office, and other commercial enterprises to serve and provide for the current and future residents of the City. Teaching nursing related skills could aid current and future residents alike with finding sustainable employment in the City and abroad.

b) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

Applicant Response: *My Business will not be detrimental or endanger the public health, safety or general welfare.*

Staff Response: Staff agrees from a use compatibility perspective, no other uses within the Headway Office Park should be negatively impact directly or indirectly.

c) The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;

Applicant Response: *The proposed use is consistent with the community character of the immediate neighborhood.*

Staff Response: Staff agrees the use if approved will be consistent with the character of the immediate community. Headway Office Park is home to a number of medical and professional offices alike. The proposed use could supply some new professionals to the local businesses in the Park. Also, the fact that the use is allowed albeit conditionally, speaks to the compatible nature of the proposal.

d) The Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the City's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of theses LDRs;

Applicant Response: *We are not building any new building, we will be using the same utilities, roadways, drainage and other public facilities that currently exist in the complex for years*

Staff Response: Staff agrees with the Applicant. The leased space meet capacity for services and facilities.

e) Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;

Applicant Response: *We are not building a new building, just using the existing roads in the complex.*

Staff Response: Staff finds the site to have adequate existing ingress and egress points to minimize traffic congestion.

f) The establishment of the Conditional Use shall not impede the development of surrounding properties for uses permitted in the zoning district; and

Applicant Response: *I am sure my business will not impede the development of surround properties for uses permitted in the zoning district.*

Staff Response: Staff agrees that the approval of the use will not impede the development of the surrounding properties.

g) **The design of the proposed use shall minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria.**

Applicant Response: *Again, we are just renting an office space in the current building and we are not designing any new building.*

Staff Response: Staff finds that proposal will not produce much if any adverse effects, including visual impacts on adjacent property

h) **The City Commission finds that the granting of the application will be in the best interest of the City.**

Applicant Response: *You will have in place a nice business that will create directly more jobs in the community directly and indirectly.*

Staff Response: Staff agrees that the proposal meets the intent of the corresponding zoning district. As such, the use will be in the best interest of the City.

V. STAFF RECOMMENDATION

Based upon the materials submitted by the Applicant and findings presented within this report, Staff concludes that Application No. 03-CU-21 is complete and suitable for transmittal to the City Commission for further consideration.

Should the City Commission move to recommend approval of this Conditional Use approval, Staff recommends the following:

1) The Applicant must comply with all the listed conditions of approval;
2) The maximum square footage allowed for the use shall not exceed 1833 sq. ft. and may not expand, operate or otherwise beyond or above the proposed level without additional review by the Planning and Zoning Board;

3) This Conditional Use approval is not transferrable and does not run with the property;
4) The Applicant shall comply with the provisions of the sign code if signage is proposed.

Planning and Zoning Board Recommendation:

At its March 24, 2022 regular meeting, the Planning & Zoning Board forwarded a recommendation for approval by a 3 - 0 vote to the City Commission subject to the above referenced conditions of approval. However, the meeting was later cancelled for lack of quorum, as only two members if the four-member board were present (in-person) at 6:00 p.m.

At its April 14, 2022 Special Meeting, the Planning and Zoning board proceeded to forward a recommendation for approval by a 4-0 vote to the City Commission.

VI. EXHIBITS

I. Location Map
II. Land Use and Zoning Map
III. Survey
IV. Applicant's Standards of Review

EXHIBIT I

LOCATION MAP

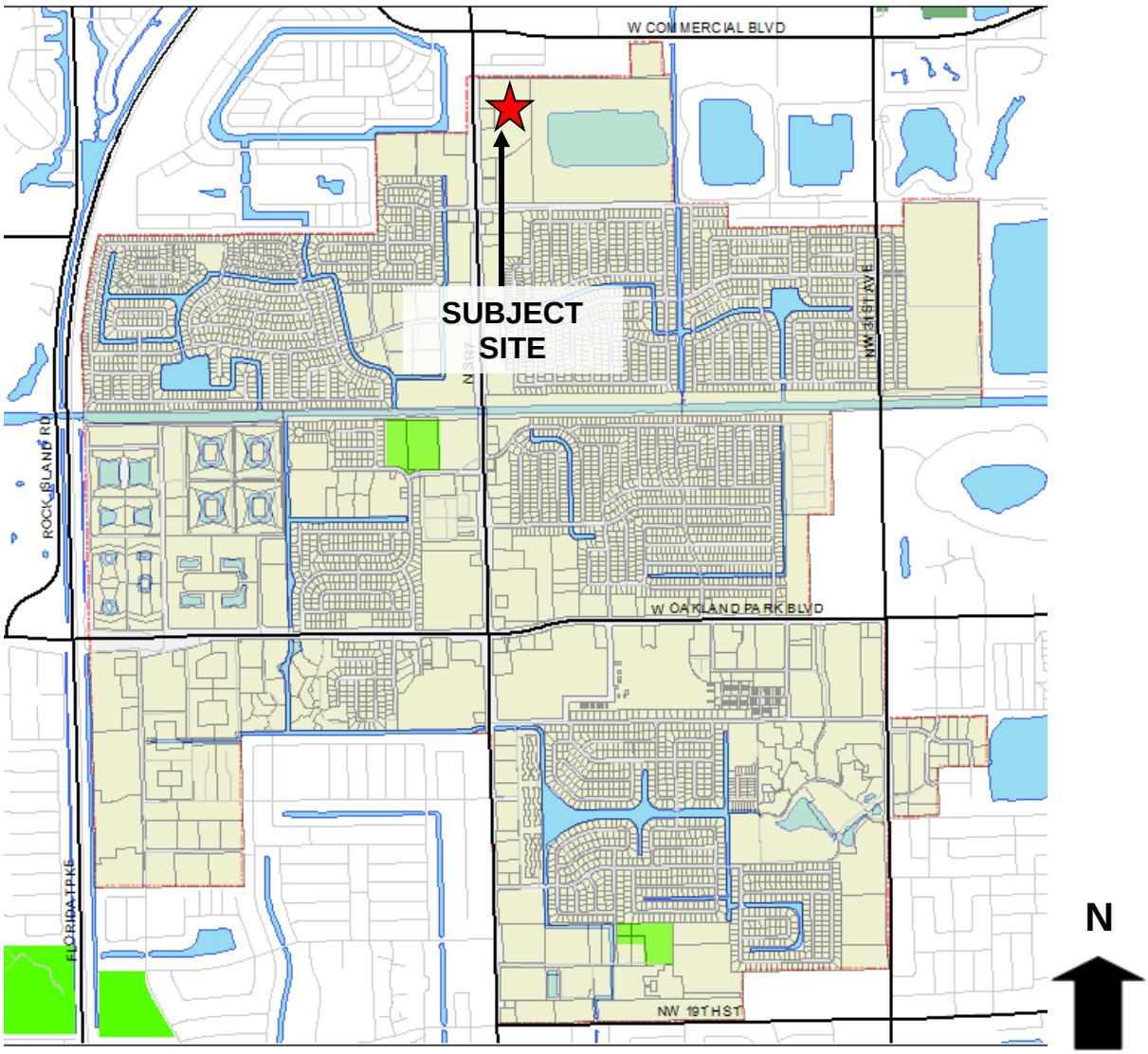


EXHIBIT II

LAND USE AND ZONING MAP

EXHIBIT III

GRAPHIC SCALE

0 25 50 100 150 200

NORTH

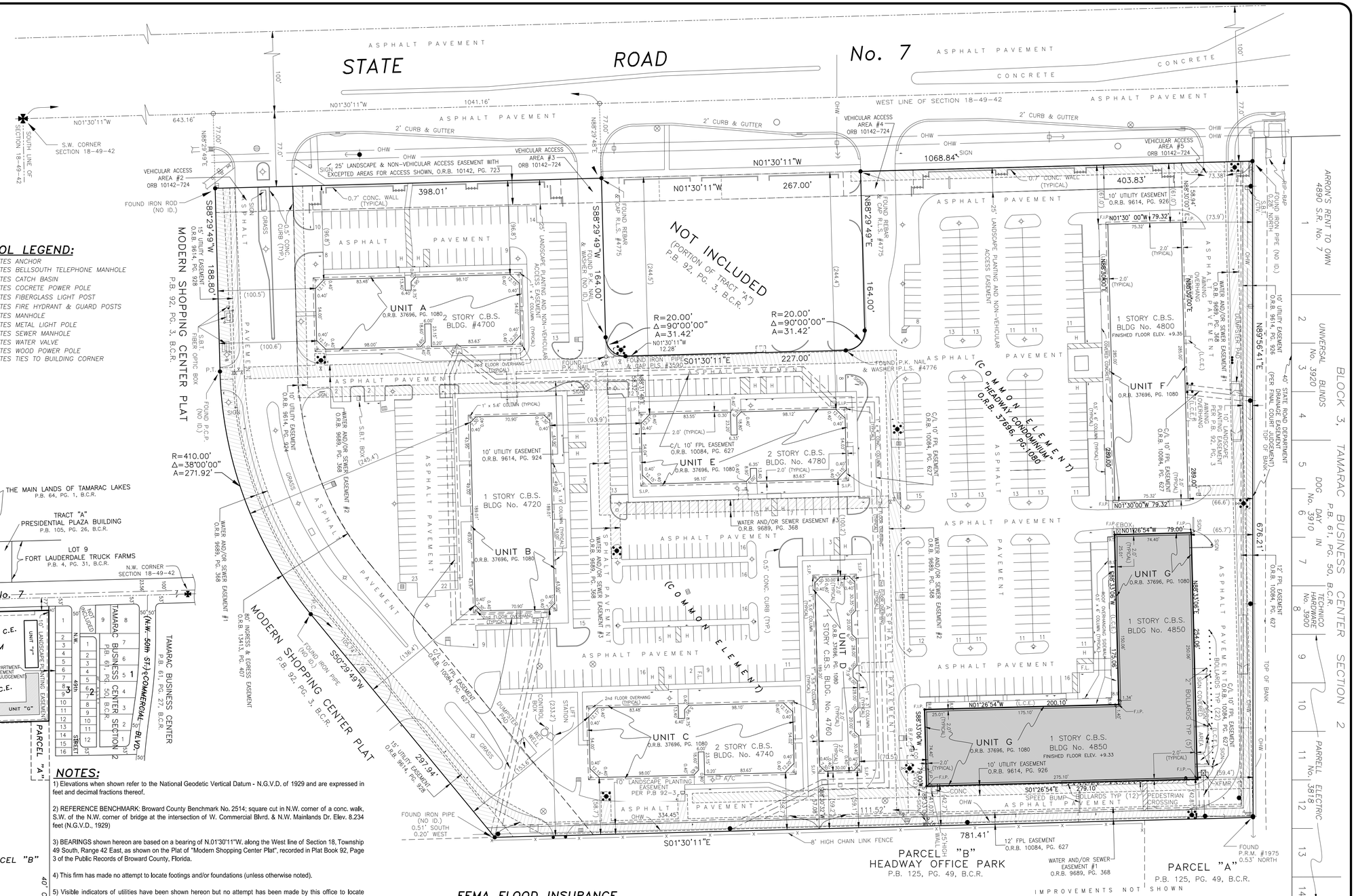
SCALE: 1" = 50'

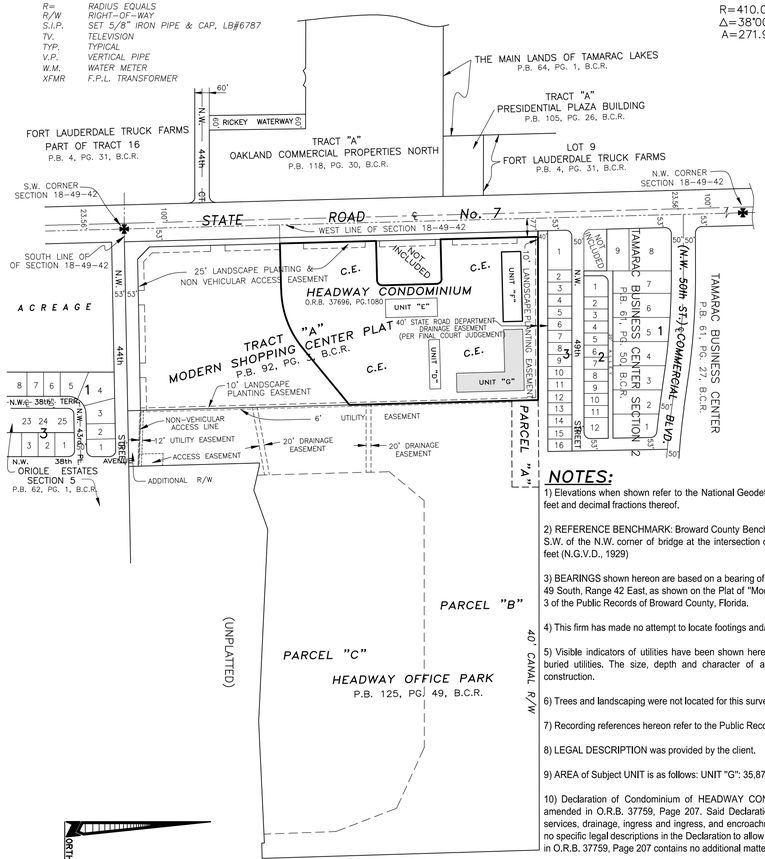
LEGEND:

A=	ARC LENGTH EQUALS
Δ=	CENTRAL ANGLE EQUALS
A/C	AIR CONDITIONER
+7.16	ELEVATION
B.F.P.	BACK FLOW PREVENTOR
BLDG.	BUILDING
CTV.	CABLE TELEVISION
C.B.S.	CONCRETE BLOCK & STUCCO
℄, C/L	CENTERLINE
CONC.	CONCRETE
C.E.	COMMON ELEMENT
B.C.R.	BROWARD COUNTY RECORDS
D.D.C.V.	DOUBLE DETECTOR CHECK VALVE
ELEV.	ELEVATION
EBOX	ELECTRIC BOX
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
H	HANDICAP
ICV	IRRIGATION CONTROL VALVE
I.D.	IDENTIFICATION
F.L.	FIRE LANE
F.P.L.	FLORIDA POWER & LIGHT COMPANY
F.I.P.	FOUND 5/8" IRON PIPE & CAP, LB#6787
L.B.	LICENSED BUSINESS
L.C.E.	LIMITED COMMON ELEMENT
M.H.	MANHOLE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
NO., #	NUMBER
OHW	OVERHEAD WIRES
O.R.B.	OFFICIAL RECORDS BOOK
P.C.	POINT OF CURVATURE
PG.	PAGE
P.B.	PLAT BOOK
P.T.	POINT OF TANGENCY
P.C.P.	PERMANENT CONTROL POINT
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.R.M.	PERMANENT REFERENCE POINT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
S.B.T.	SOUTHERN BELL TELEPHONE
R.L.S.	REGISTERED LAND SURVEYOR
R=	RADIUS EQUALS
R/W	RIGHT-OF-WAY
S.I.P.	SET 5/8" IRON PIPE & CAP, LB#6787
TV.	TELEVISION
TYP.	TYPICAL
V.P.	VERTICAL PIPE
W.M.	WATER METER
XFMR	F.P.L. TRANSFORMER

SYMBOL LEGEND:

	–DENOTES ANCHOR
	–DENOTES BELLSOUTH TELEPHONE MANHOLE
	–DENOTES CATCH BASIN
	–DENOTES COCRETE POWER POLE
	–DENOTES FIBERGLASS LIGHT POST
	–DENOTES FIRE HYDRANT & GUARD POSTS
	–DENOTES MANHOLE
	–DENOTES METAL LIGHT POLE
	–DENOTES SEWER MANHOLE
	–DENOTES WATER VALVE
	–DENOTES WOOD POWER POLE
(50.00')	–DENOTES TIES TO BUILDING CORNER





LOCATION MAP

CITY OF LAUDERDALE LAKES

SECTION 18-49-42, BROWARD COUNTY, FLORIDA.

SCALE: 1" = 300'

NOTES:

1) Elevations when shown refer to the National Geodetic Vertical Datum - N.G.V.D. of 1929 and are expressed in feet and decimal fractions thereof.

2) REFERENCE BENCHMARK: Broward County Benchmark No. 2514; square cut in N.W. corner of a conc. walk, S.W. of the N.W. corner of bridge at the intersection of W. Commercial Blvrd. & N.W. Mainlands Dr. Elev. 8.234 feet (N.G.V.D., 1929)

3) BEARINGS shown hereon are based on a bearing of N.01'30'11"W. along the West line of Section 18, Township 49 South, Range 42 East, as shown on the Plat of "Modern Shopping Center Plat", recorded in Plat Book 92, Page 3 of the Public Records of Broward County, Florida.

4) This firm has made no attempt to locate footings and/or foundations (unless otherwise noted).

5) Visible indicators of utilities have been shown hereon but no attempt has been made by this office to locate buried utilities. The size, depth and character of all utilities should be verified by contractor prior to any construction.

6) Trees and landscaping were not located for this survey.

7) Recording references hereon refer to the Public Records of Broward County, Florida.

8) LEGAL DESCRIPTION was provided by the client.

9) AREA of Subject UNIT is as follows: UNIT "G": 35,879 Square Feet or 0.824 Acre, more or less.

10) Declaration of Condominium of HEADWAY CONDOMINIUM, recorded in O.R.B. 37696, Page 1080 and amended in O.R.B. 37759, Page 207. Said Declaration creates easements, including those for support, utility services, drainage, ingress and ingress, and encroachments; however, the easements are general in nature with no specific legal descriptions in the Declaration to allow for the easements to be plotted. The Amendment recorded in O.R.B. 37759, Page 207 contains no additional matters of survey to plot.

11) This is a Specific Purpose Boundary Survey of one Unit, UNIT G, of Headway Condominium, as referenced in the Legal Description. The Units are parcels of land and are each a portion of the Condominium Property. The Units are defined as to boundary dimensions and location by the Declaration of Condominium of Headway Condominium as recorded in O.R.B. 37696, Page 1080 of the Public Records of Broward County, Florida. Limited Common Elements (L.C.E.) appurtenant to said Units are shown hereon and in said Declaration of Condominium. Common Elements (C.E.) are appurtenant to all the Units, and are those portions of the Condominium Property which are not included within the Units, together with certain portions within the Unit boundaries (such as plumbing facilities) (see Declaration of Condominium).

FEMA FLOOD INSURANCE RATE MAP INFORMATION

UNIT G

Community Number:	120043
Panel Number:	0362
Suffix:	H
Map Number:	12011C0362H
Date of Firm Panel:	AUGUST 18, 2014
Flood Zone:	X
Base Flood Elevation:	N/A

LEGAL DESCRIPTION:

Condominium Unit G of HEADWAY CONDOMINIUM, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 37696, at Page 1080, and all exhibits and amendments thereof, Public Records of Broward County, Florida.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

It's fast. It's free. It's the law.

www.callsunshine.com

UNIT G: HEADWAY CONDOMINIUM

TYPE OF SURVEY: BOUNDARY SURVEY

PREPARED FOR: BEST REAL ESTATE GROUP

LEITER, PEREZ & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTANTS
CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS - ENVIRONMENTAL
520 N.W. 165TH STREET ROAD, SUITE 209, MIAMI, FLORIDA 33169
MIAMI-DADE (305) 652-5133 BROWARD (954)524-2022 FAX: (305) 652-0411
E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

SURVEY DATE:	3-25-16
JOB ORDER:	16-127
FILE NO.:	B-2134
FILE NAME:	16-127.DWG
F.B.	PG.

REVISIONS:

DATE:	JOB ORDER:	DESCRIPTION:	F.B.	PG.

NOTES:

1) ELEVATIONS WHEN SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) 1929.
2) THIS FIRM HAS MADE NO ATTEMPT TO LOCATE FOOTINGS AND/OR FOUNDATIONS (UNLESS OTHERWISE NOTED).
3) THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED BY THIS FIRM REGARDING MATTERS OF INTEREST OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS-OF-WAYS, RESERVATIONS, ETC.
4) THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY AND/OR PARTIES INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
5) ALL IRON PIPES & NAILS AND DSCS SET BY THIS FIRM, SET WITH CAP OR DISC WITH LB# 6787.

SURVEYOR'S CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWING UNDER OUR DIRECTION, AND THAT THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 470.027 FLORIDA STATUTES.

LEITER, PEREZ & ASSOCIATES, INC.

BY: _____, PRESIDENT

GEOFFREY LEITER, PROFESSIONAL SURVEYOR & MAPPER #6395
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 1

EXHIBIT IV

RECEIVED
DEC - 2 2021
BY:

LOCATION: 4850 N. STATE ROAD 7 # G105. LAUDERDALE LAKES, FL 33309

TENANT: UNIVERSAL TRAINING CENTER NURSING SCHOOL I DR. LUC DORE

As requested by Mr. Stephen Smith, Planner.

503.3.

General standards of review. In addition to the standards set forth in these LDRs for the particular use, all proposed conditional uses shall meet each of the following standards:

(a)

The proposed use shall be consistent with the comprehensive plan;>>**DR. DORE RESPONSE: I AM SURE THE PROPOSED USE OF MY BUSINESS IN VERY CONSISTENT WITH THE COMPREHENSIVE PLAN.**

(b)

The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;>>**DR. DORE RESPONSE: MY BUSINESS WILL NOT BE DETRIMENTAL TO OR ENDANGER THE PUBLICK HEALTH, SAFETY OR GENERAL WELFARE.**

(c)

The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;>>**DR. DORE RESPONSE: THE PROPOSED USED IS CONSISTENT WITH THE COMMUNITY CHARACTER OF THE IMMEDIATE NEIGHBORHOOD**.

(d)

Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the city's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of theses LDRs;>>**DR. DORE RESPONSE: WE ARE NOT BUILDING ANY NEW BUILDING, WE WILL BE USING THE SAME UTILITIES, ROADWAYS, DRAINAGE AND OTHER PUBLIC FACILITIES THAT CURRENTLY EXIST IN THE COMPLEX FOR YEARS.**

(e)

Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;>>**DR. DORE RESPONSE: WE ARE NOT BUILDING A NEW BUILDING, JUST USING THE EXISTING ROADS IN THE COMPLEX.**

(f)

The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district; and>>**DR. DORE RESPONSE: I AM SURE MY BUSINESS WILL NOT IMPEDE THE DEVELOPMENT OF SURROUNDING PROPERTIES FOR USES PERMITTED IN THE ZONING DISTRICT.**

(g)

The design of the proposed use shall minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria.>>**DR. DORE RESPONSE: AGAIN, WE ARE JUST RENTING AN OFFICE SPACE IN THE CURRENT BUILDING AND WE ARE NOT DESIGNING ANY NEW BUILDING.**

(h)

The city commission finds that the granting of the application will be in the best interest of the city.>>**DR. DORE RESPONSE: YOU WILL HAVE IN PLACE A NICE BUSINESS THAT WILL CREATE DIRECTLY MORE JOBS IN THE COMMUNITY DIRECTLY AND INDIRECTLY.**

Thank you for your help,

Dr.Luc Dore
Principal.

RECEIVED
DEC - 2 2021
BY:_____

Universal Training Center

2650 N Andrews Ave Wilton Manors, Fl 33311

Letter of intent

To whom it may concern.

This letter is to inform you that Universal Training Center has been training people since 2014 and now we are trying to move to headway office park G4850 N State Road 7 Lauderdale Lakes, Fl 33319 to continue our training nursing. My name is Dr. Luc Dore and I am the CNA trainer and I have a provisional license for Universal Training Center and I have a doctorate in Christian counseling/Divinity. We are having expecting at least 8 people, mostly in the evening and 2 administrative people in the office. Thank you for your cooperation.

Sincerely, Dr. Luc Dore

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2022-044 APPROVING, WITH CONDITIONS, VARIANCE APPLICATION NO. 04-VA-21 ("APPLICATION"), SUBMITTED BY NABEEL ABDEL KADER, REQUESTING A VARIANCE FROM SUBSECTION 909 (PERMANENT SIGNS) OF CHAPTER 9 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS IN CONNECTION WITH THAT CERTAIN RETAIL STORE KNOWN AS BEAUTY SUPPLY 4 U LOCATED AT THE NORTHWEST CORNER OF NORTH STATE ROAD 7 (U.S. HIGHWAY NO. 441) AND WEST OAKLAND PARK BOULEVARD

Summary

This resolution serves to approve a Variance from LDRs Chapter 9 Section 909.2- permanent signs of the City's LDRs.

Staff Recommendation

Background:

Project Name:	Project Location:	Staff Recommendation:
Beauty Supply 4 U	3201-3333 N State Road 7 Parcel ID: 494124000117	Based upon the materials submitted by the Applicant and findings presented within this report, Staff concludes that Application is complete and suitable for transmittal to the City Commission for further consideration.
Project Applicant/Tenant: Nabeel Abdel Kader	**Project Request: 04-VA-21** Variance approval request to increase the maximum required wall sign face area allowed from 84 square feet to 154 square feet (LDR 909.2.b)	
Project Planner: Stephen Smith, Planner II		

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanya Davis-Hernandez, AICP/Development Services Director

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
	Resolution 2022-044 - Approving Application 04-VA-21 Variance From Subsection 909 (Permanent Signs) of the LDRs	Resolution
	Exhibit A - Beauty Supply Application	Exhibit
	Exhibit B - Beauty Supply Interoffice Memorandum	Exhibit

RESOLUTION 2022-044

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPROVING, WITH CONDITIONS, VARIANCE APPLICATION NO. 04-VA-21 ("APPLICATION"), SUBMITTED BY NABEEL ABDEL KADER, REQUESTING A VARIANCE FROM SUBSECTION 909 (PERMANENT SIGNS) OF CHAPTER 9 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS IN CONNECTION WITH THAT CERTAIN RETAIL STORE KNOWN AS BEAUTY SUPPLY 4 U LOCATED AT THE NORTHWEST CORNER OF NORTH STATE ROAD 7 (U.S. HIGHWAY NO. 441) AND WEST OAKLAND PARK BLVD; A COPY OF SAID APPLICATION IS ATTACHED HERETO AS **EXHIBIT A,** A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; AND A COPY OF STAFF'S WRITTEN MEMORANDUM PROVIDING FOR RECOMMENDED CONDITIONS OF APPROVAL OF SAID APPLICATION IS ATTACHED HERETO AS **EXHIBIT B,** A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK, PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nabeel Abdel Kader ("Applicant") is the owner of the Beauty Supply 4 U retail store located in the shopping center at the northwest corner of North State Road 7 (U.S. Highway No. 441) and West Oakland Park Blvd.;

WHEREAS, the Applicant filed Application No. 04-VA-21 ("Application") requesting approval for a sign variance from section 909.2 of Chapter 9 of the Land Development Regulations (LDRs) to exceed the maximum sign face area allowed for a wall sign, from 84 square feet to 154 square feet;

WHEREAS, Section 909.2 of the LDRs provides:

b. *Shopping center or other multi-tenant center. (Permitted only on buildings where the majority of the floor area is in retail use.)*

Sign face area (maximum):	One square foot per one linear foot of tenant frontage. A minimum of 18 square feet is permitted. Maximum sign face area shall not exceed 150 square feet.

Number (maximum):	1 per establishment with an individual exterior standard entrance. Corner or through stores are permitted a second wall sign at 50 percent of the square footage of the primary sign.
Sign structure dimension and height:	Channel letter or reverse channel letter only. Maximum depth of lettering, 8 inches. Multiple establishments within same building must have a uniform height for all signs.
Location restrictions:	If nearest common access way (as measured from the edge of pavement) or street (as measured from the ROW) to the facade on which an attached sign is located is: 1. 100 feet to 199 feet away, multiply the maximum sign area by 1.20. 2. 200 feet to 299 feet away, multiply the maximum sign area by 1.30. 3. 300 or more feet away, multiply the maximum sign area by 1.40.
Attached/Freestanding or both:	Attached

WHEREAS, the City's Development Service Department has reviewed the Application and prepared a written Interoffice Memorandum ("Memorandum"), dated May 10, 2022, as revised, summarizing the material facts surrounding Applicant's variance request, including all relevant documents. City Staff further transmitted such Memorandum and the Application to the Planning and Zoning Board ("Board");

WHEREAS, at its April 14, 2022, Special Meeting, the Planning and Zoning Board unanimously recommended approval of; and

WHEREAS, at its April 14, 2022 Special Meeting, which was duly notice and scheduled for public hearing for consideration of the Application, and upon review of the Application, the

general purpose and standards set forth in Section 506 of the LDRs, City Staff's Memorandum, as well as other oral and written comments received before or at the public hearing, the Board recommended City Commission approval of Application No. 04-VA-21, granting an increase in the size of the subject wall sign from 84 square feet to 132 square feet, subject to Applicant's compliance with those conditions described on pages 8 and 9 of the City Staff's Memorandum.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. FINDINGS: The City Commission hereby finds, upon review of the application, the general purpose and standards set forth in this section for the granting of variances, staff written memorandum and reports, and any oral and written comments received before or at the public hearing, that the Applicant Nabeel Abdel Kader has established by competent and substantial evidence that Application No. 04-VA-21 meets all of the following standards of review:

(a) The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

(b) The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.

(c) The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure which is not otherwise consistent with the LDRs, and the applicant has not come to the condition, but it has been cast upon the applicant.

(d) The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

(e) The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.

SECTION 3. APPROVAL: Based upon the findings set forth in Section 2, the City Commission hereby approves Application No. 04-VA-21, to wit: such Application is granted as to Applicant's requested increase from 84 square feet to 132 square feet, for the wall sign at Beauty Supply 4 U in the shopping center at the northwest corner of North State Road 7 (U.S. Highway No. 441) and West Oakland Park Blvd., as is legally described in attached **Exhibit A** (the "Variance"). The City Commission's approval of the Application is hereby subject to conditions, restrictions, and limitations which are described and set forth on pages of 8 and 9 of City Staff's Memorandum, attached to this Resolution as **Exhibit B**, and further subject to such other applicable provisions of the Lauderdale Lakes Code of Ordinances.

SECTION 4. The issuance of this Variance approval by the City does not create any right on the part of the Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit in the event Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes

actions that result in a violation of state or federal law. All other applicable state or federal permits must be obtained before commencement of the development.

SECTION 5. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Tanya Davis Hernandez, AICP, Development Services Director and Fernando Leiva, AICP, Assoc. AIA, Principal Planner

VOTE:

Mayor Hazelle Rogers	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Marilyn Davis	____ (For) ____ (Against) ____ (Other)
Commissioner Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Beverly Williams	____ (For) ____ (Against) ____ (Other)

EXHIBIT A

RECEIVED

SEP 29 2021

LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 09/17/2021

- ☐ Rezoning
- ☐ Land Use Plan Amendment
- ☐ Text Amendment to Modify Zoning Code
- ☐ Conditional Use
- ☐ Right-of-Way Vacation
- ☐ Platting or Replatting of a Subdivision, or a Portion Thereof
- ☐ Other _____
- ☐ Site Plan Approval
- ☐ Appeal of Administrative Interpretation
- ☒ Variance

PLEASE PRINT OR TYPE

Name of Owner: Nabeel Abdel Kader

Mailing Address: 3269 N State Road 7

Business Telephone: 954 326 11 15 Home: Fax:

Name of Applicant (if different from owner): Nabeel Abdel Kader

I am the (check one): ☐ Attorney Representing Owner ☐ Contractor and/or Architect ☐ Prospective Purchaser ☒ Representative/Agent ☒ Tenant

Mailing Address: 3269 N State Road 7

Business Telephone: 786-402-5765 Home: Fax:

Name of Representative (if different from owner and Applicant)

I am the (check one): ☐ Attorney Representing Owner/Applicant ☒ Contractor and/or Architect ☒ Other (please specify) Permit Runner Contractor

Mailing Address: 1906 N Dixie Hwy

Business Telephone: 786 683 4392 Home: 954 818 32 30 Fax:

Location of Subject Property: 3269 North state Road 7

Property Size: 1200.00 includ Back Room

Present Zoning:

Present Land Use Designation: Beauty supply

Folio Number: 494124000017

Full Legal Description (attach additional sheets, if necessary):

Brief Description of Request

CHANNEL LETTERS ILLUMINATED BY LED'S RED
ATTACHED FLUSH TO THE WALL NOT WIRELIGHT

Tenant

APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.

X

PROPERTY OWNER'S SIGNATURE

X YORAM IZHAK

PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this 21
day of September, 2021.

NOTARY PUBLIC, STATE OF FLORIDA

JORGE ANDRES DE LA ROSA
Notary Public - State of Florida
Commission # GG 979832
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

My commission expires:

DEVELOPMENT APPLICATION OWNER CERTIFICATION

(Please complete all that apply)

For use when petitioner is the Owner of subject property:

This is to certify that I am the owner of the subject lands described in the above application. I understand that I am responsible for complying with all application requirements prior to this petition being scheduled for any public hearing. I also understand that it is my responsibility to comply with the City's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

Print name of Petitioner **Signature of Petitioner**

STATE OF _____ COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public **Signature of Notary Public**

My Commission Expires:

For use when petitioner is NOT the Owner of the Subject Property:

This is to certify that I am the owner of subject lands described in the above petition. I have authorized Nabeel ABDEL KADER to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Yoram IZHAK

Print name of Petitioner Signature of Petitioner

STATE OF Florida COUNTY OF DADE

The foregoing instrument was Sworn to and Subscribed before me this 21 of September 20 21 by Yoram IZHAK, who is personally known to me or who has produced _____ as identification.

JORGE ANDRES DE LA ROSA
Notary Public - State of Florida
Commission # GG 979832
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

Printed Name of Notary Public Signature of Notary Public

My Commission Expires:

Tenant or Owner Affidavit

I, Nabeel Abdel Kader being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Nabeel Abdel Kader

Print Name **Signature**

FLORIDA

2021 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/20

This Certificate Expires on December 31, 2021

Business Name and Location Address

BEAUTY SUPPLY FOR U INC
3269 N STATE ROAD 7
LAUDERDALE LAKE, FL 33319-0000

Certificate Number

16-8018378623-3

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

STATE OF _____ COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

_____ _____

Printed Name of Notary Public **Signature of Notary Public**

My Commission Expires:

Attorney Affidavit

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

_____ _____

Print name of Petitioner Signature of Petitioner

STATE OF _____ COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

_____ _____

Printed Name of Notary Public Signature of Notary Public

My Commission Expires:

Corporation Affidavit

I/We, _____ being first duly sworn, depose and say that I/we am the President/Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

_____ _____

Print Name **Signature**

IRS.gov

EIN Assistant

Your Progress: 1. Identify 2. Authenticate 3. Address 4. Details **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **86-1967148**

Legal Name: **BEAUTY SUPPLY FOR U INC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?

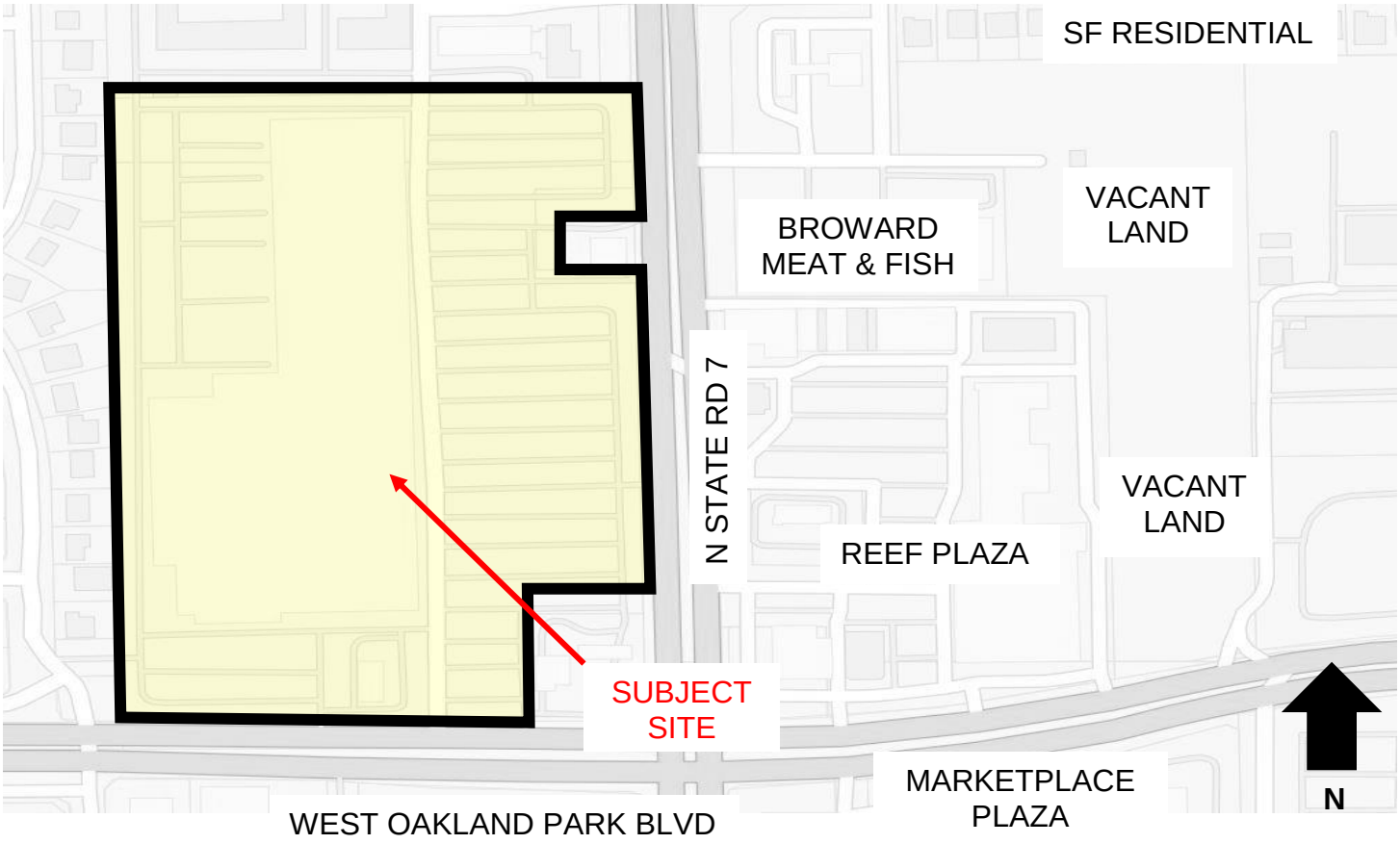
EXHIBIT B

Interoffice Memorandum to the
City Commission
May 10, 2022

App No.
04-VA-21

		REVIEW TIMELINE:	
TO:	Phil Alleyne, City Manager	Dates	Boards
THRU:	Tanya Davis-Hernandez, AICP Development Services Director Fernando Leiva, AICP Assoc. AIA, Principal Planner	November 08, 2021	Application Received
		February 02, 2022	Development Review Committee
		February 24, 2022	Planning & Zoning Board (Cancelled)
		March 24, 2022	Planning & Zoning Board (Cancelled)
		April 14, 2022	Special Planning & Zoning Board (Approved 4-0)
FROM:	Stephen Smith Planner II	May 10, 2022	City Commission Regular Meeting (Pending)

RE: <u>Beauty Supply 4 U</u>



I. PROJECT DESCRIPTION

Project Name: Beauty Supply 4 U	Project Location: 3201-3333 N State Road 7 Parcel ID: 494124000117;	Staff Recommendation: Based upon the materials submitted by the Applicant and findings presented within this report, Staff concludes that Application is complete and suitable for transmittal to the City Commission for further consideration.
Project Applicant/Tenant: Nabeel Abdel Kader	**Project Request: 04-VA-21** Variance approval request to increase the maximum required wall sign face area allowed from 84 square feet to 154 square feet (LDR 909.2.b)	
Project Planner: Stephen Smith, Planner II		

II. SITE DATA

Existing			
Use:	+/- 11,000 sq. ft. Beauty Supply Store		
Zoning:	(TC) Town Center District		
County Land Use	Activity Center		
Acreage	+/- 20.01 acres (871,659 S.F.)		
Proposed			
Use:	To remain the same		
Zoning	To remain the same		
Land Use	To remain the same		
Surrounding Properties			
	Existing Land Use	Zoning	Future Land Use
North	Multiple-Family Residential	TC	Activity Center
East	Retail	TC	Activity Center
South	Retail	B-3	Commerce
West	Single Family Residential	RS-3	Low (5) Residential

III. PROJECT OVERVIEW

REQUEST:

On November 08, 2021, the Applicant and Owner of the Beauty Supply 4 U, Nabeel Abdel Kader, filed an application for a sign variance from section 909.2.b. of Chapter 9 of the Land Development Regulations (LDRs) to exceed the maximum sign face area allowed for a wall sign, from 84 square feet to 154 square feet.

IV. EXISTING CONDITIONS

TENANT SPACE HISTORY:

In 2019, the Office Depot vacated the shopping center after 30+ years in business at the mall. By 2020, the property owner divided the suite into two tenant bays- the first to the Five Below discount store and the latter to Beauty Supply 4 U in 2021.

GENERAL:

The subject parcel is an approximately 20-acre, double-frontage development located at the northwest corner of North State Road 7 (U.S. Highway No. 441) and West Oakland Park Blvd. The property commonly known as the Lakes Mall, is a +/- 270,000 sq-ft multi-tenant center comprised of a number of nationally recognized businesses including Burlington Coat Factory, Ross, Florida Career College and Rainbow. The building is setback approximately 330 feet from the street frontage (441) and has an existing row of mature trees and landscaping along the perimeter, so visibility for the tenant space may be limited.

SIGN INVENTORY:

The site includes three existing multi-tenant monument signs- two along the North State Road 7 R.O.W and one along West Oakland Park Blvd located at each vehicular entrance, which the tenant can utilize to help mitigate visual impairments. The proposed wall sign would be primarily needed for locating the store within the shopping center.

SITE CONTEXT:

Figure 1 as exhibited below, is an aerial of the shopping plaza and highlights the location of the tenant suite. Subsequently, figures 2a-2c portray the current condition of the monument signs on site.

V. ANALYSIS

PURPOSE:

Staff is tasked to evaluate whether any proposed variance complies with the general purpose and standards set forth in Chapter 5 section 506 of the LDRs for the granting of variances. Pursuant to Chapter 5 section 506.1, the variance process is intended to provide limited relief from the requirements of the LDRs in those cases where strict application of those requirements will create unnecessary hardship not the result of any action by the applicant.

FIGURE 1

FIGURE 2A

FIGURE 2B

FIGURE 2C

CONFORMANCE WITH THE LAND DEVELOPMENT REGULATIONS

The City's Sign Code is intended to regulate the effective use of signs as a means of communication in the community by ensuring pedestrian and traffic safety in performing the function of identifying, indexing and directing pedestrian and vehicular traffic to a destination. Section 909.2.b of the LDRs as shown in table 1 below, codifies the review criteria for wall signs for shopping centers in the Town Center (TC) district:

b. Shopping center or other multi-tenant center. (Permitted only on buildings where the majority of the floor area is in retail use.)

Sign face area (maximum):	*One square foot per one linear foot of tenant frontage. A minimum of 18 square feet is permitted. Maximum sign face area shall not exceed 150 square feet.*
Number (maximum):	*1 per establishment with an individual exterior standard entrance. Corner or through stores are permitted a second wall sign at 50 percent of the square footage of the primary sign.*
Sign structure dimension and height:	*Channel letter or reverse channel letter only. Maximum depth of lettering, 8 inches. Multiple establishments within same building must have a uniform height for all signs.*
Location restrictions:	*If nearest common access way (as measured from the edge of pavement) or street (as measured from the ROW) to the facade on which an attached sign is located is:* *1. 100 feet to 199 feet away, multiply the maximum sign area by 1.20.* *2. 200 feet to 299 feet away, multiply the maximum sign area by 1.30.* *3. 300 or more feet away, multiply the maximum sign area by 1.40.*
Attached/Freestanding or both:	*Attached*

TABLE 1

The sign specifications submitted by the Applicant shows their proposed sign exceeding the maximum sign face area allowed by 70 square feet. The Applicant's documentation also includes a letter of intent-describing the rationale behind the request and two other renderings: one showing a slightly smaller proposal as an alternative and another displaying what the signage would look like if it was reduced in size to meet the current sign regulations.

Complying to code – 84 sq. ft.

Deviation Proposal 1 – 132 sq. ft.

Deviation Proposal 2 – 158 sq. ft.

Staff also examined the existing wall signs in the shopping plaza to establish if the proposal would be compatible with its context. Equally, we wanted to verify whether the signs were in compliance with the existing code (see table 2). As shown in table 1, the larger tenant bays with correspondingly larger linear frontages are able to maximize the size of their wall sign vs the smaller bays. To note, the applicant and Five Below are the smallest tenants in the shopping center which would only permit a smaller sign. Moreover, some businesses in the plaza such as Burlington and Ross have signs that include two lines of text and exceed the existing sign face area allowed by code, due to the uses being approved in the plaza prior to the adoption of our existing Land Development Regulations.

#	TENANT	SQ-FT	TENANT FRONTAGE	SIGN FACE AREA ALLOWED	SIGN FACE AREA	IN COMPLIANCE?	ISSUE
1	RAINBOW	15,063	70.0’	98.0’	210.0	NO	Exceeds sign area allowed
2	ROSS	29,676	136.3’	150.0’	N/A	NO	
3	FIVE BELOW	11,009	60.5’	85.4’	84.7	YES	None
4	BEAUTY SUPPLY 4 U	11,010	60.0’	84.0’			
5	ALDI	17,504	109.5’	150.0’	N/A	NO	Sign type not allowed
6	BURLINGTON	68,736	187.5’	150.0’	233.0	NO	Exceeds sign area allowed

TABLE 2

STANDARDS OF REVIEW

Per Chapter 5 section 506.7 of the LDRs, a variance shall be granted only where competent and substantial evidence is presented and the particular case shows that the standards of review are met. Staff has reviewed the applicant’s responses against the applicable criteria and has provided findings for each standard below:

a) The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

Applicant Response: *We are a small business in a plaza of national tenants, and we also have the smallest space. The way the plaza is built makes it difficult to be seen from the main road. Our store is*

over 300 feet away from the street and there are trees and other objects obstructing the view into the site. If the regulations were carried out literally, the sign would be almost unnoticeable to people driving on 441 and would tremendously impact the potential success of our business.

Staff Response: Staff agrees that with the Applicant that that site is setback over 300 feet from the road and the business is one of the smaller tenants in the shopping plaza. This could result in a hardship upon the owner, if the regulations were carried out literally.

b) The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.

Applicant Response: *The distance away from the street that our shopping center is located a lot further than the plaza with the GNC and KFC, making the conditions unique to this property.*

Staff Response: Staff disagrees that the conditions are unique to the parcel. In fact, after further review, it appears that the parcels that abut the cross section of 441 and West Oakland Park Blvd, all have multi-tenant buildings that are setback 300+ feet or more from the roadway.

c) The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure which is not otherwise consistent with the LDR, and the applicant has not come to the condition, but it has been cast upon the applicant.

Applicant Response: *The alleged hardship is not economic and was not created by us to get a bigger sign. The way our property is very far from the street is something that any business would struggle with.*

Staff Response: Staff agrees that the hardship is not economic and has not been deliberately created to establish a use or structure.

d) The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

Applicant Response: *The proposed sign would not negatively affect the public welfare or any other property improvements in the area. If a bigger sign were approved, it would be safer for customers driving along the street to locate the store more easily.*

Staff Response: Staff agrees that the proposed variances will not be detrimental to the public welfare or injurious to property or improvements.

e) The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.

Applicant Response: *Approval of the variance will not increase congestion in the public streets, increase the danger of fire, or endanger public safety, or negatively affect property values in the vicinity. The sign would just be a wall sign. Additionally, we are coordinating with a sign contractor who said the sign will be about the same size as the current Five Below sign which should not impair property values since all of the tenants would have similar sized signs.*

Staff Response: Staff agrees the approval of a wall sign should not increase congestion in the public streets, increase the danger of fire, endanger public safety or negatively affect property values in the vicinity. On the other hand, Staff finds that the height of the lettering for the sign being proposed to code is more in line with the Five Below sign. However, allowing for a sign deviation should not impair property values due to other tenants having larger signs than both proposals.

PRIOR APPROVALS

On March 31, 2020, Petitioner Bowman Consulting Group, Ltd., on behalf of Arj Properties., submitted an application to the City seeking variances from subsection 909.2 (Permanent Signs) for a wall sign, which the code permits one wall sign of up to 60 square feet to 110.25 square feet and a second wall sign from 30 square feet up to 75 square feet on each of the west and north elevations, for a Self-Storage facility to be located at the corner of North State Road 7 and Northwest 44th St. The criteria for consideration on that application is parallel to this request. Particularly, to existing site constraints (building setback), causing a particular hardship to the business owner if the regulations were carried out literally. Ultimately, the Planning and Zoning Board and City Commission approved the variance unanimously. The Ordinance (2021-016) for the preceding application has been attached as an exhibit for reference.

VI. STAFF RECOMMENDATION

Based upon the materials submitted by the Applicant and findings presented within this report, Staff concludes that Application No. 04-VA-21 is complete and suitable for transmittal to the City Commission for further consideration.

Should the City Commission move to make a favorable recommendation to approve this application, staff recommends the following:

1) The sign shall be in substantial conformity with the rendering “Deviation Proposal 1” as depicted on the building elevations provided under “Exhibit B.”
2) The signs shall be designed and constructed as shown in the application documents.
3) All applicable permits shall be maintained.

Planning and Zoning Board Recommendation:

At its March 24, 2022 regular meeting, the Planning & Zoning Board forwarded a recommendation for approval by a 3 - 0 vote to the City Commission subject to the above referenced conditions of approval. However, the meeting was later cancelled for lack of quorum, as only two members if the four-member board were present (in-person) at 6:00 p.m.

At its April 14, 2022 Special Meeting, the Planning and Zoning board proceeded to forward a recommendation for approval by a 4-0 vote to the City Commission.

VII. EXHIBITS

I. Location Map

II. Sign Packet

III. Applicant Submittal Documentation

IV. Ordinance 2021-016

EXHIBIT I

LOCATION MAP

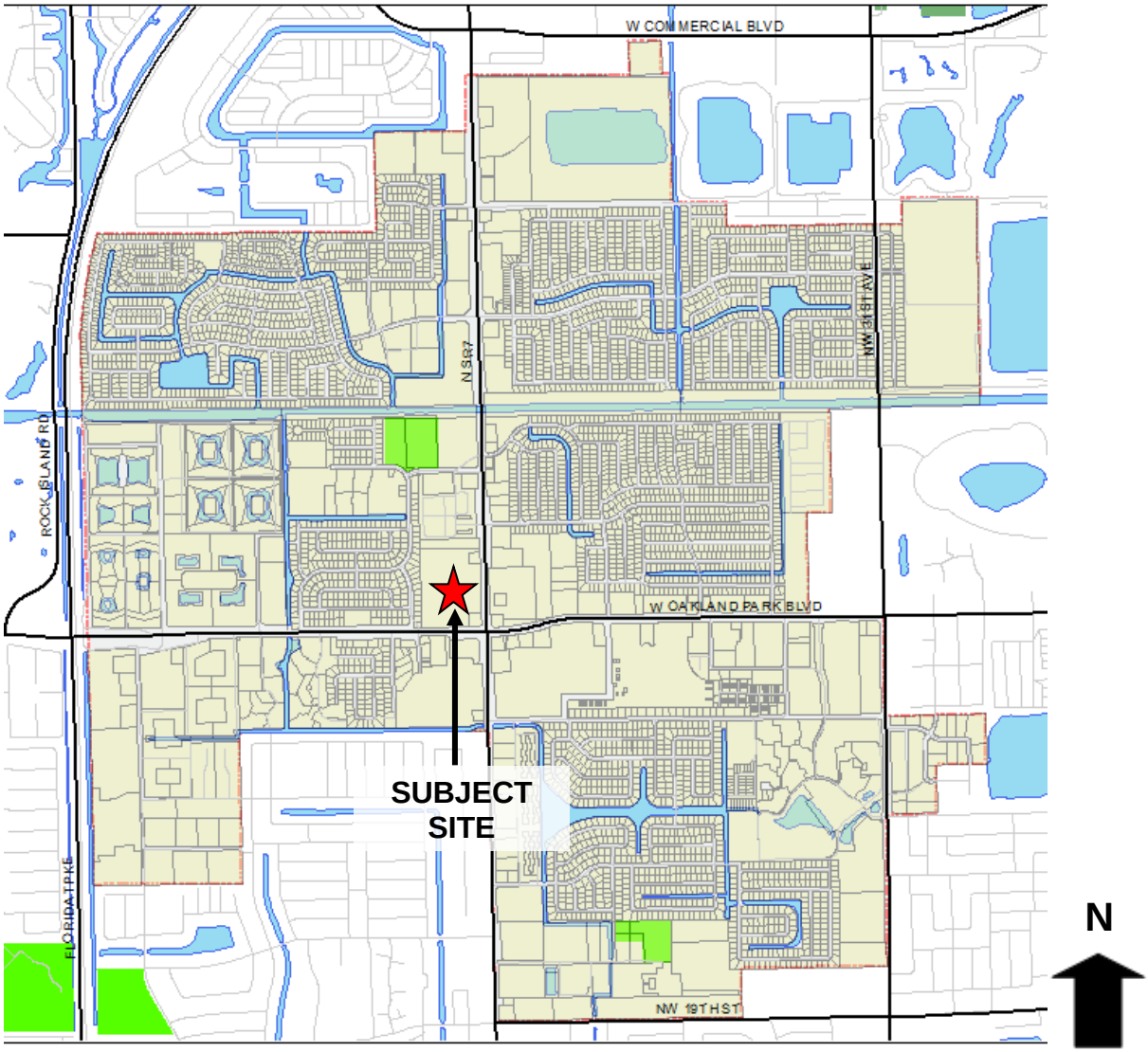
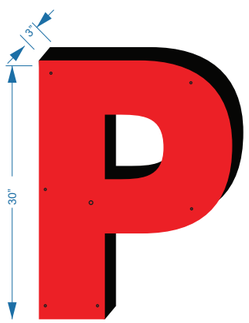


EXHIBIT II

BEAUTY SUPPLY 4U



Letter Returns

.040 Duranodic Red Pre-Coated Coil Stock

Letter Trim Caps

1'' Red Jewelite Trim Cap

Letter Faces

#2283 White Plexiglass 1/8 Translucent Vinyl

Illumination

Red LED , 4500k

Letter Trim Caps

1'' Red Jewelite Trim Cap

Letter Faces

#2283 Blue Plexiglass 1/8

Illumination

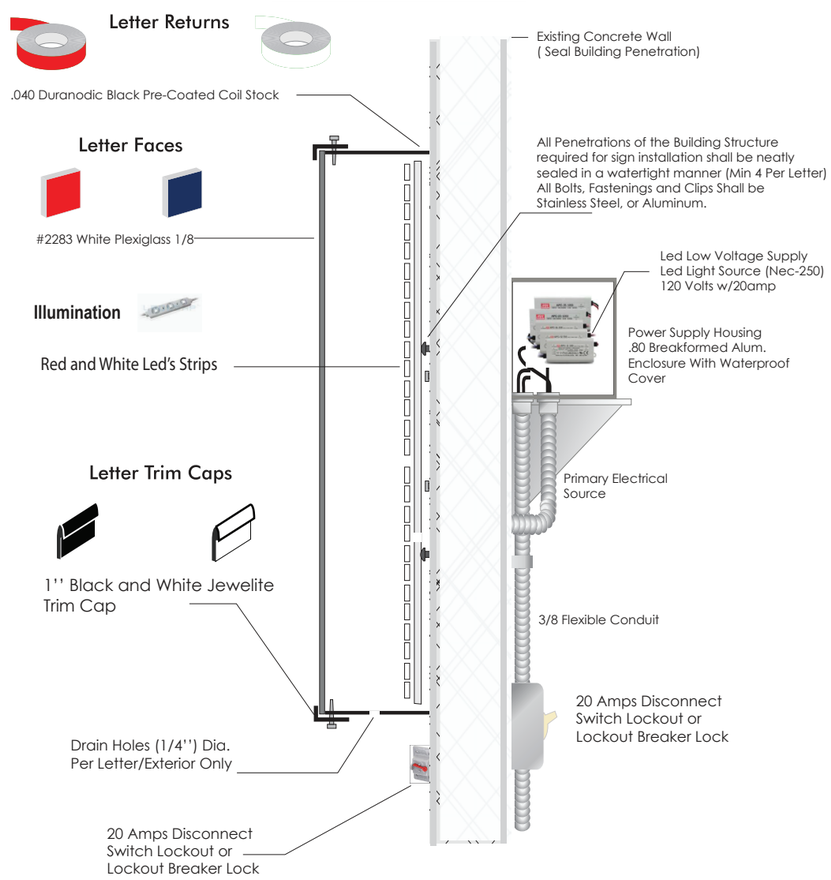
White LED , 4500k

Contact Information	ARCHITECT , ENGINEER, PROFESSIONAL CONSULTANT QUALIFIER'S, CONTRACTOR'S. INFORMATION		
OWNER'S NAME: Sergio Carmona	NAME: VICTOR CERON		
OWNER'S ADDRESS: 6303 Nw 72 Ave	ADDRESS: 8883 FONTAINEABLUE BLVD , MIAMI , FL , 33172	SEAL, DATE, SIGNATURE	
OWNER'S PHONE No: 786-683-4392	PHONE No.: 786-6834392	IN ACCORDANCE WITH: FBC 2017, ASCE7-10 (3 SEC GUST) V= 175MPH. H=25ft, EXPOSURE C, Pressures: +50psf,-50psf	Sign must be installed in accordance with requirements of article 600 of National Electrical code and/or applicable local codes. Sign components to be in strict compliance with all UL standards. Underwriters Laboratories, Inc.
	STATE REGISTRATION NUMBER AND DISCIPLINE: CIVIL PE 63023		

N-02

Channel Letters Illuminated By Led's , Flush Mounted To the Wall

CHANNEL LETTERS MOUNTED FLUSH TO THE WALL
MOUNTING DETAIL



Scope of work:
Installation of Channel letters Illuminated by led's Mounted Flush to the wall

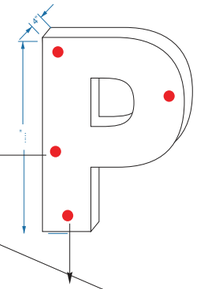
SIGNS MANUFACTURED AS PER NEC 600.21

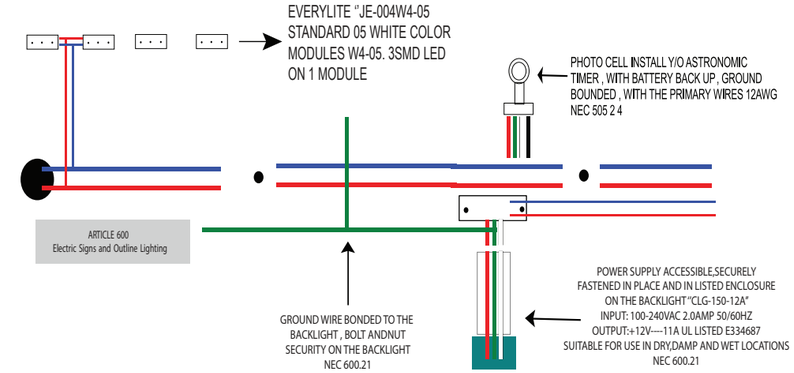
FASTENER TABLE

MOUNTING HARDWARE	BUILDING CONSTRUCTION		
	MASONRY	WOOD	METAL
3/8" BOLTS THROUGH WALL	X	X	X
3/8" LAG BOLTS W/ LEAD SHIELDS	X		
3/8" LAG BOLTS	HALLOW BLOCK ONLY	X	
3/8" TOGGLE BOLTS		X	X
3/8" SLEEVE ANCHORS	X		
3/8" X 3" RED HEADS			
#10 TAPCONS SCREWS 2" LONG	X		
3/16 Aluminum Theaded Studs	X	X	X

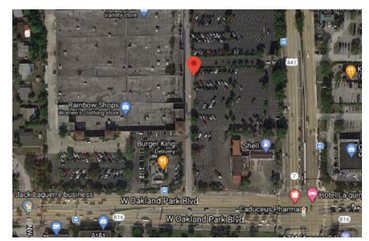
NEC 2011 C405.2.4
COMBINATION OF PHOTOCELL AND TIMER
OR ASTRONOMICAL TIMER FBC2014

CHANNEL LETTERS MOUNTED FLUSH TO THE WALL





AERIAL PICTURE LOCATION SIGN



east@elevation

PANEL SCHEDULE

ALL ELECTRICAL COMPONENTS ARE UL LISTED AND APPROVED
ALL SIGNS GROUNDED ACCORDING TO ARTICLE 250 of N.E.C.

QTY.	SOURCE	TYPE.	AMPS	TOTAL
1	LED power supply		1.3	1.3
	low voltage			

Manufacturer of Secondary Electrical Source = FRANCE

EXISTING DISCONNECT SWITCH FUSED AT 125 AMPS @ METER OTR

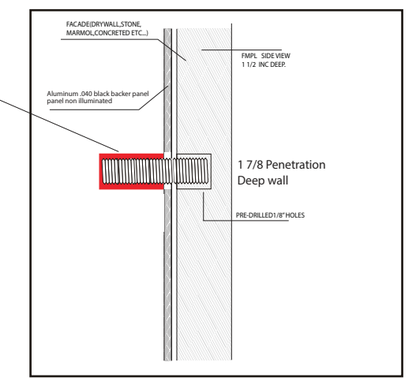
TOTAL AMPS 1.3
20 AMPS CIRCUITS REQUIRED__1____

UL LISTED

THIS SIGN IS UL LISTED ASSEMBLY PER NEC 600-3/7

Panel "A" Breaker 1

All Wall Penetration To Be Sealed With RTV Silicon

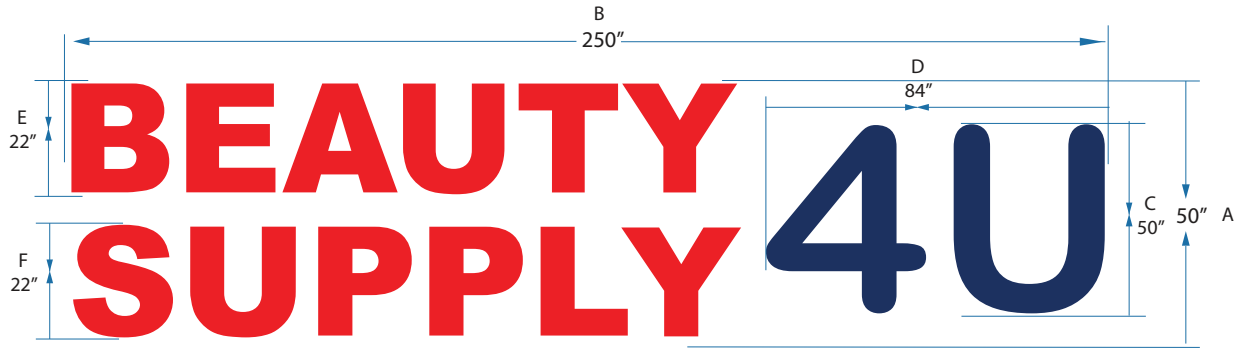


NEC 600.5 NEC 600.6 AND AHJ

The external disconnect shall be located at the point the branch circuit enters the enclosure and disconnect all wiring before it enters the sign, or the wiring shall be in a raceway and the switch in a box isolated from the sign. Where a lockable disconnect is used it must be capable of being locked in the open position. NEC 600.6(A)(1)

Contact Information	ARCHITECT , ENGINEER, PROFESSIONAL CONSULTANT QUALIFIER'S, CONTRACTOR'S. INFORMATION		GENERAL STRUCTURAL NOTES: FBC 107.2.1.
OWNER'S NAME: Sergio Carmona	NAME: Victor Ceron		1. Design is based on 175 mph 3 seconds gust design wind speed per FBC Exposure C. Loads combinations: 0.6 D + 0.6 W 2. Referenced Specifications, Codes and Standars: FBC 2020 7th Edition AISC ed. 7th / ACI - 318-05 / NEC 2020 3. Fastener and anchors shall be of the type and size indicated in these drawings. Use the specific manufacturer and model where indicated. Strictly follow 4. Sealing holes in facade for prevent water intrusion.
OWNER'S ADDRESS: 6003 Nw 72 Ave , Tamarac	ADDRESS: 8883 Fontainebleua , Miami , Fl , 33172 PHONE No.: 786-6834392		
OWNER'S PHONE No: 786-683-4392	STATE REGISTRATION NUMBER AND DISCIPLINE: CIVIL PE 63023	SEAL, DATE, SIGNATURE	Sign must be installed in accordance with requirements of article 600 of National Electrical code and/or applicable local codes. Sign components to be in strict compliance with all UL standards. Underwriters Laboratories, Inc.

Complying With The Existing Code



	A	B	C	D	E	F	G	H	Sq. Ft. (A x B)
SP-FL-24B	50″	250″	50″	84″	22″	22″	n/a″	n/a	83′-3″

SIGN FACADE AREA:

One Square Foot Per One Linear Foot Tenant Frontage

LOCATION RESTRICTIONS:

300 Or More Feet Away , Multiply The Maximum Sign Area By 1.40

60 Foot Tenant Frontage x 1.40 = 84 Tsqft
Proposal 83′-3″

100% Scale

Logo : Channel letters Face : Red and Blue Trim Cap : Black And White Return : Red and White Type Letters : Hervetical

Channel letters Mounted to Flush to the wall , Iluminated by leds 4500K Red and White

Contact Information	ARCHITECT , ENGINEER, PROFESSIONAL CONSULTANT QUALIFIER'S, CONTRACTOR'S, INFORMATION		Job Address:	DRAWING MAKE BY:
OWNER'S NAME: Sergio Carmona	NAME: VICTOR CERON		3269 N STATE ROAD 7 , LAUDERDALE LAKES	sergios signs & graphic
OWNER'S ADDRESS: 6303 NW 72 Ave	ADDRESS: 8883 FONTAINEABLUE BLVD , MIAMI , FL , 33172	SEAL, DATE, SIGNATURE		
OWNER'S PHONE No: 786-683-4392	PHONE No.: 786-6834392	IN ACCORDANCE WITH: FBC 2017, ASCE7-10 (3 SEC GUST) V= 175MPH. H=25ft, EXPOSURE C, Pressures: +50psf,-50psf	Sign must be installed in accordance with requirements of article 600 of National Electrical code and/or applicable local codes. Sign components to be in strict compliance with all UL standards.	Underwriters Laboratories, Inc.
	STATE REGISTRATION NUMBER AND DISCIPLINE: CIVIL PE 63023			

Deviation Code Proposal #1

	A	B	C	D	E	F	G	H	Sq. Ft. (A x B)
SP-FL-24B	66″	288″	66″	144″	30″	30″	n/a″	n/a	132 ′

SIGN FACADE AREA:

One Square Foot Per One Linear Foot Tenant Frontage

LOCATION RESTRICTIONS:

300 Or More Feet Away , Multiply The Maximum Sign Area By 1.40

60 Foot Tenant Frontage x 2.2 = 132 Tsqft
Proposal 120′

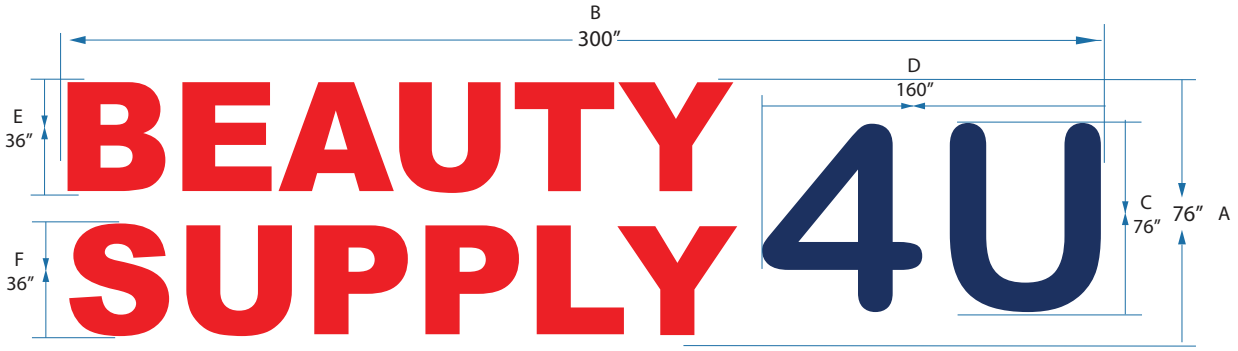
100% Scale

Logo : Channel letters Face : Red and Blue Trim Cap : Black And White Return : Red and White Type Letters : Hervetical

Channel letters Mounted to Flush to the wall , Iluminated by leds 4500K Red and White

Contact Information	ARCHITECT , ENGINEER, PROFESSIONAL CONSULTANT QUALIFIER'S, CONTRACTOR'S. INFORMATION		Job Address:	DRAWING MAKE BY:
OWNER'S NAME: Sergio Carmona	NAME: VICTOR CERON		3269 N STATE ROAD 7 , LAUDERDALE LAKES	sergios signs & graphic illuminated signs service repairs take downs
OWNER'S ADDRESS: 6303 NW 72 Ave	ADDRESS: 8883 FONTAINEABLUE BLVD , MIAMI , FL , 33172	SEAL, DATE, SIGNATURE		
OWNER'S PHONE No: 786-683-4392	PHONE No.: 786-6834392	IN ACCORDANCE WITH: FBC 2017, ASCE7-10 (3 SEC GUST) V= 175MPH. H=25ft, EXPOSURE C, Pressures: +50psf,-50psf	Sign must be installed in accordance with requirements of article 600 of National Electrical code and/or applicable local codes. Sign components to be in strict compliance with all UL standards.	Underwriters Laboratories, Inc.
	STATE REGISTRATION NUMBER AND DISCIPLINE: CIVIL PE 63023			

Deviation Code Proposal #2



	A	B	C	D	E	F	G	H	Sq. Ft. (A x B)
SP-FL-24B	76"	300"	76"	160"	36"	36"	n/a"	n/a	158'-3"

SIGN FACADE AREA:

One Square Foot Per One Linear Foot Tenant Frontage

LOCATION RESTRICTIONS:

300 Or More Feet Away , Multiply The Maximum Sign Area By 1.40

60 Foot Tenant Frontage x 2.6 = 158 Tsqft
Proposal 120'

100% Scale

Logo : Channel letters Face : Red and Blue Trim Cap : Black And White Return : Red and White Type Letters : Hervetical

Channel letters Mounted to Flush to the wall , Iluminated by leds 4500K Red and White

Contact Information	ARCHITECT , ENGINEER, PROFESSIONAL CONSULTANT QUALIFIER'S, CONTRACTOR'S. INFORMATION		Job Address:	DRAWING MAKE BY:
OWNER'S NAME: Sergio Carmona	NAME: VICTOR CERON		3269 N STATE ROAD 7 , LAUDERDALE LAKES	sergios signs & graphic
OWNER'S ADDRESS: 6303 NW 72 Ave	ADDRESS: 8883 FONTAINEABLUE BLVD , MIAMI , FL , 33172	SEAL, DATE, SIGNATURE		
OWNER'S PHONE No: 786-683-4392	PHONE No.: 786-6834392	IN ACCORDANCE WITH: FBC 2017, ASCE7-10 (3 SEC GUST) V= 175MPH. H=25ft, EXPOSURE C, Pressures: +50psf,-50psf	Sign must be installed in accordance with requirements of article 600 of National Electrical code and/or applicable local codes. Sign components to be in strict compliance with all UL standards.	Underwriters Laboratories, Inc.
	STATE REGISTRATION NUMBER AND DISCIPLINE: CIVIL PE 63023			

EXHIBIT III

RECEIVED

SEP 29 2021

LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 09/17/2021

- ☐ Rezoning
- ☐ Land Use Plan Amendment
- ☐ Text Amendment to Modify Zoning Code
- ☐ Conditional Use
- ☐ Right-of-Way Vacation
- ☐ Platting or Replatting of a Subdivision, or a Portion Thereof
- ☐ Other _____
- ☐ Site Plan Approval
- ☐ Appeal of Administrative Interpretation
- ☒ Variance

PLEASE PRINT OR TYPE

Name of Owner: Nabeel Abdel Kader

Mailing Address: 3269 N State Road 7

Business Telephone: 954 326 11 15 Home: Fax:

Name of Applicant (if different from owner): Nabeel Abdel Kader

I am the (check one): ☐ Attorney Representing Owner ☐ Contractor and/or Architect ☐ Prospective Purchaser ☒ Representative/Agent ☒ Tenant

Mailing Address: 3269 N State Road 7

Business Telephone: 786-402-5765 Home: Fax:

Name of Representative (if different from owner and Applicant)

I am the (check one): ☐ Attorney Representing Owner/Applicant ☒ Contractor and/or Architect

☒ Other (please specify) Permit Runner Contractor

Mailing Address: 1906 N Dixie Hwy

Business Telephone: 786 683 4392 Home: 954 818 32 30 Fax:

Location of Subject Property: 3269 North state Road 7

Property Size: 1200.00 includ Back Room

Present Zoning:

Present Land Use Designation: Beauty supply

Folio Number: 494124000017

Full Legal Description (attach additional sheets, if necessary):

Brief Description of Request

CHANNEL LETTERS ILLUMINATED BY LED'S RED
ATTACHED FLUSH TO THE WALL NOT WIRELIGHT

Tenant

APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.

X

PROPERTY OWNER'S SIGNATURE

X YORAM IZHAK

PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this 21
day of September, 2021.

NOTARY PUBLIC, STATE OF FLORIDA

JORGE ANDRES DE LA ROSA
Notary Public - State of Florida
Commission # GG 979832
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

My commission expires:

DEVELOPMENT APPLICATION OWNER CERTIFICATION

(Please complete all that apply)

For use when petitioner is the Owner of subject property:

This is to certify that I am the owner of the subject lands described in the above application. I understand that I am responsible for complying with all application requirements prior to this petition being scheduled for any public hearing. I also understand that it is my responsibility to comply with the City's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

Print name of Petitioner **Signature of Petitioner**

STATE OF _____ COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public **Signature of Notary Public**

My Commission Expires:

For use when petitioner is NOT the Owner of the Subject Property:

This is to certify that I am the owner of subject lands described in the above petition. I have authorized Nabeel ABDEL KADER to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Yoram IZHAK

Print name of Petitioner Signature of Petitioner

STATE OF Florida COUNTY OF DADE

The foregoing instrument was Sworn to and Subscribed before me this 21 of September 20 21 by Yoram IZHAK, who is personally known to me or who has produced _____ as identification.

JORGE ANDRES DE LA ROSA
Notary Public - State of Florida
Commission # GG 979832
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

Printed Name of Notary Public Signature of Notary Public

My Commission Expires:

Tenant or Owner Affidavit

I, Nabeel Abdel Kader being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Nabeel Abdel Kader

Print Name **Signature**

FLORIDA

2021 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/20

This Certificate Expires on December 31, 2021

Business Name and Location Address

BEAUTY SUPPLY FOR U INC
3269 N STATE ROAD 7
LAUDERDALE LAKE, FL 33319-0000

Certificate Number

16-8018378623-3

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

STATE OF _____ COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

_____ _____

Printed Name of Notary Public **Signature of Notary Public**

My Commission Expires:

Attorney Affidavit

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

_____ _____

Print name of Petitioner Signature of Petitioner

STATE OF _____ COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

_____ _____

Printed Name of Notary Public Signature of Notary Public

My Commission Expires:

Corporation Affidavit

I/We, _____ being first duly sworn, depose and say that I/we am the President/Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

_____ _____

Print Name **Signature**

IRS.gov

EIN Assistant

Your Progress: 1. Identify 2. Authenticate 3. Address 4. Details **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **86-1967148**

Legal Name: **BEAUTY SUPPLY FOR U INC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?

EXHIBIT IV

ORDINANCE 2021-016

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, APPROVING VARIANCE APPLICATION NO. 01-VA-21 SUBMITTED BY BOWMAN CONSULTING GROUP, LTD., ON BEHALF OF ARJ PROPERTIES, INC., ON MARCH 31, 2020, REQUESTING VARIANCES FROM SUBSECTIONS 704.3.5 (MAXIMUM HEIGHT), 704.3.10 (LANDSCAPED OPEN SPACE), AND 909.2 (PERMANENT SIGNS) OF CHAPTER 7 AND CHAPTER 9 OF THE CITY'S LAND DEVELOPMENT REGULATIONS, RESPECTIVELY, IN CONNECTION WITH THE DEVELOPMENT OF A SELF-STORAGE FACILITY ON REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF NORTH STATE ROAD 7 AND NORTHWEST 44TH STREET; A COPY OF SAID APPLICATION IS ATTACHED HERETO AS **EXHIBIT A**, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, ARJ Properties, Inc. ("Applicant") is the owner of that certain +/-2.799 acres of vacant land located at the southeast corner of North State Road 7 and Northwest 44th Street ("Property") within the City of Lauderdale Lakes ("City"). The Property is currently zoned B-2 (Community Business) District and has an underlying commercial land use designation;

WHEREAS, the Applicant, by and through its professional consultant and agent, Bowman Consulting Group, Ltd. ("Site Planner"), submitted an application dated March 31, 2020 ("Application") to the City seeking variances from subsections 704.3.5 (Maximum height), 704.3.10 (Landscaped open space), and 909.2 (Permanent signs) of Chapter 7 and Chapter 9 of the City's Land Development Regulations ("LDRs"), respectively, in connection with the proposed development of a self-storage facility on the Property;

WHEREAS, Section 704.3.5 of the LDRs provides:

> *Maximum height*. No building or structure shall be erected or altered to a height exceeding 50 feet. That portion of a building or structure within 100 feet of any residential zone shall be subject to a height limitation of one foot in height for every two feet in distance from the residential zoned plot unless the application of this requirement would limit the building height to less than 25 feet.

ORDINANCE 2021-016

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, APPROVING VARIANCE APPLICATION NO. 01-VA-21 SUBMITTED BY BOWMAN CONSULTING GROUP, LTD., ON BEHALF OF ARJ PROPERTIES, INC., ON MARCH 31, 2020, REQUESTING VARIANCES FROM SUBSECTIONS 704.3.5 (MAXIMUM HEIGHT), 704.3.10 (LANDSCAPED OPEN SPACE), AND 909.2 (PERMANENT SIGNS) OF CHAPTER 7 AND CHAPTER 9 OF THE CITY'S LAND DEVELOPMENT REGULATIONS, RESPECTIVELY, IN CONNECTION WITH THE DEVELOPMENT OF A SELF-STORAGE FACILITY ON REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF NORTH STATE ROAD 7 AND NORTHWEST 44TH STREET; A COPY OF SAID APPLICATION IS ATTACHED HERETO AS **EXHIBIT A**, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, ARJ Properties, Inc. ("Applicant") is the owner of that certain +/-2.799 acres of vacant land located at the southeast corner of North State Road 7 and Northwest 44th Street ("Property") within the City of Lauderdale Lakes ("City"). The Property is currently zoned B-2 (Community Business) District and has an underlying commercial land use designation;

WHEREAS, the Applicant, by and through its professional consultant and agent, Bowman Consulting Group, Ltd. ("Site Planner"), submitted an application dated March 31, 2020 ("Application") to the City seeking variances from subsections 704.3.5 (Maximum height), 704.3.10 (Landscaped open space), and 909.2 (Permanent signs) of Chapter 7 and Chapter 9 of the City's Land Development Regulations ("LDRs"), respectively, in connection with the proposed development of a self-storage facility on the Property;

WHEREAS, Section 704.3.5 of the LDRs provides:

> *Maximum height*. No building or structure shall be erected or altered to a height exceeding 50 feet. That portion of a building or structure within 100 feet of any residential zone shall be subject to a height limitation of one foot in height for every two feet in distance from the residential zoned plot unless the application of this requirement would limit the building height to less than 25 feet.

WHEREAS, Section 704.3.10 of the LDRs provides:

> *Landscaped open space.* The minimum landscaped open space required shall be 35 percent. Water surface may be applied to the open space requirement only if it is surrounded on all sides by dry land area within the same plot.

WHEREAS, Section 909.2 of the LDRs provides, in relevant part:

> *Monument identification sign—Individual building as out-parcel or stand-alone building.*

Sign face area (maximum):	48 square feet.
Number (maximum):	1 per building, if building has a minimum primary street frontage of 125 feet (1 additional sign is permitted if the property has at least 1,000 feet)
Sign structure dimension and height:	Maximum height of 6 feet; maximum length of 18 feet
Location restrictions:	Minimum 10-foot setback, minimum 10 feet from side property lines
Attached/freestanding or both:	Freestanding
Illumination:	Externally illumination or internally illuminated letters or logos only.

***

> *Wall sign.*
>
> *a. Individual building as outparcel or stand-alone building.*

Sign face area (maximum):	1 square foot per 1 linear foot of building frontage. A minimum of 18 square feet is permitted.

	Maximum sign face area shall not exceed 60 square feet.
Number (maximum):	1 per establishment. Corner or through stores are permitted a second wall sign at 50 percent of the square footage of the primary sign.
Sign structure dimension and height:	Channel letter or reverse channel letter only. Maximum depth of lettering, 8 inches. Multiple establishments within same building must have a uniform height for all signs.
Location restrictions:	If nearest common access way (as measured from the edge of pavement) or street (as measured from the ROW) to the facade on which an attached sign is located is: 1. 100 feet to 199 feet away, multiply the maximum sign area by 1.20. 2. 200 feet to 299 feet away, multiply the maximum sign area by 1.30. 3. 300 or more feet away, multiply the maximum sign area by 1.40.
Attached/Freestanding or both:	Attached

***

WHEREAS, the Applicant seeks the following variances: (1) from Subsection 704.3.5 (Maximum height), which requires that buildings or structures within 100 feet of any residential zone be subject to a height limitation of less than twenty-five (25') feet, a variance of eight feet four inches (8'-4") for a total height of thirty-three feet four inches (33'-4"); (2) from Subsection 704.3.10 (Landscaped open space), which requires the minimum landscaped open space to be

thirty-five (35%) percent, from thirty-five (35%) percent to twenty (20%) percent—a variance of fifteen (15%) percent; and (3) from Subsection 909.2 (Permanent Signs), which permits one wall sign of up to sixty (60) square feet, from one to four wall signs—one wall sign on each façade—with one wall sign up to 110.25 square feet and a second wall sign up to seventy-five (75) square feet on each of the west and north elevations.

WHEREAS, the City's Development Service Department has reviewed the Application and compiled a written Interoffice Memorandum ("Memorandum"), dated July 15, 2021, and revised September 30, 2021, summarizing the facts of the Applicant's request including all relevant documents and has transmitted such Memorandum and Application to the Planning and Zoning Advisory Board ("Board");

WHEREAS, at its September 23, 2021 Regular Meeting, the Planning and Zoning Board unanimously recommended approval of the proposed variances by a 4-0 vote;

WHEREAS, at the time of the public hearing and upon review of the Application, the general purpose and standards set forth in Section 506 of the LDRs, City Staff's Memorandum, as well as other oral and written comments received before or at the public hearing, the Board recommended approval of the Application; and

WHEREAS, the following applications are co-pending and being considered by the City Commission in conjunction with Application No. 01-VA-21: (1) 01-SP-21 for Major Site Plan Approval; (2) Application No. 02-CU-21 for Conditional Use for a self-storage facility on the Property in the B-2 (Community Business) District; and (3) Application No. 01-PL-21 for Amendment of the note on the face of the Plat known as "Russell Promotions Plat" (Collectively referred to as the "Co-Pending Applications").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to the Chapter 5, Section 506.7 of the City of Lauderdale Lakes Land Development Regulations, and other applicable provisions of law.

SECTION 3. REVIEW AND FINDINGS: The City Commission hereby finds, upon review of the application, the general purpose and standards set forth in this section for the granting of variances, staff reports, and any oral and written comments received before or at the public hearing, that the Applicant, ARJ Properties, Inc., has established by competent and substantial evidence that Application No. 01-VA-21 meets all of the following standards of review:

(a) The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

(b) The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.

(c) The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure which is not otherwise consistent with the LDR, and the applicant has not come to the condition, but it has been cast upon the applicant.

(d) The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

(e) The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.

SECTION 4. APPROVAL: Based upon the findings set forth in Section 2, the City Commission hereby approves Application No. 01-VA-21, namely the Application is granted as to the requested (a) an increase in maximum height from twenty-five (25') feet to thirty-three feet four inches (33'-4"); (b) reduction in the percentage of landscaped open space from thirty-five (35%) percent to twenty (20%) percent; (c) an increase from two to four wall signs totaling 110.25 square feet and one monument sign on State Road 7 for the Property located at the southeast corner of North State Road 7 and Northwest 44th Street, as is legally described in attached Exhibit A (collectively the "Variance").

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 9TH DAY OF NOVEMBER 2021.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE 23RD DAY OF NOVEMBER 2021.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

BROWARD COUNTY, FLORIDA
SEAL OF CITY OF LAUDERDALE LAKES
INCORPORATED 1961

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanya Davis Hernandez, AICP, Development Services Director and Fernando Leiva, AICP, Assoc. AIA, Principal Planner

VOTE:	APPROVED
Mayor Hazelle Rogers	X (For) ____ (Against) ____ (Other)
Vice-Mayor Marilyn Davis	X (For) ____ (Against) ____ (Other)
Commissioner Veronica Edwards Phillips	X (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	X (For) ____ (Against) ____ (Other)
Commissioner Beverly Williams	X (For) ____ (Against) ____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2022-045 RATIFYING THE ADOPTION OF TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' LAND USE PLAN (FUTURE LAND USE ELEMENT), PREVIOUSLY APPROVED AND ADOPTED PURSUANT TO ORDINANCE 2020-007; PROVIDING FOR TRANSMITTAL OF SAID ADOPTED LAND USE PLAN TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION

Summary

This Resolution requests the Mayor and City Commission to ratify the adoption of Ordinance 2020-007, providing for text amendments to the Future Land Use Element (Land Use Plan), and authorize the transmittal of said Plan to the Broward County Planning Council for recertification.

Staff Recommendation

Background:

On November 23, 2021, the City Commission of the City of Lauderdale Lakes adopted Ordinance 2020-007, amending the City's Comprehensive Plan (Application # 02-TA-20 and FDEO Amendment No. 20-01ESR).

On December 27, 2021, the Florida Department of Economic Opportunity issued a letter of compliance review in accordance with the expedited review process set forth in Sec. 163.3184(2) and (3), Florida Statutes.

Broward County's Administrative Rules Document: BrowardNEXT provides that "all local governments within Broward County must submit their adopted land use plans to the Planning Council for certification/recertification following plan submission to the Florida Department of Economic Opportunity for compliance review."

Based upon the findings contained within the attached report, Staff recommends that the City Commission approve this resolution.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Fernando Leiva, AICP//Principal Planner and Tanya Davis-Hernandez, AICP/Development Services Dir.

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
	Resolution 2022- 045 - Authorizing the Transmittal of the City's Land Use Plan for Recertification	Resolution
	Exhibit A - Adopted Future Land Use Element (City's Land Use Plan)	Exhibit
	Interoffice Memorandum Regarding Transmittal of the City's Land Use Plan to the Planning Council for Recertification	Backup Material

RESOLUTION 2022-045

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA RATIFYING THE ADOPTION OF TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' COMPREHENSIVE PLAN; PROVIDING FOR UPDATES TO THE FUTURE LAND USE ELEMENT AND RECREATION AND OPEN SPACE ELEMENT, PREVIOUSLY APPROVED AND ADOPTED PURSUANT TO ORDINANCE 2020-007; PROVIDING FOR TRANSMITTAL OF SAID ADOPTED FUTURE LAND USE ELEMENT TEXT AMENDMENTS TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County's Administrative Rules Document: BrowardNEXT provides that "[a]ll local governments within Broward County must submit their adopted land use plans to the Planning Council for certification [and recertification] following plan submission to the Florida Department of Economic Opportunity for compliance review." Art 2, Admin. R. Document;

WHEREAS, on November 23, 2021, the City Commission of the City of Lauderdale Lakes adopted Ordinance 2020-007, amending the City's Comprehensive Plan (Application# 02-TA-20 and DEO Amendment No. 20-01ESR); and

WHEREAS, on December 27, 2021, the Florida Department of Economic Opportunity issued a letter of compliance review in accordance with the expedited state review process set forth in Section 163.3184(2) and (3), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. RATIFICATION: The City Commission of the City of Lauderdale Lakes hereby ratifies the amendments to the City's Land Use Plan (Future Land Use Element) in substantially the form as attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 3. AUTHORITY: The City Commission of the City of Lauderdale Lakes further authorizes transmittal of the City's Land Use Plan (Future Land Use Element) to the Broward County Planning Council for recertification. The recertification request is for text only of the Future Land Use Element, as amended, attached hereto and incorporated herein as Exhibit A.

SECTION 4. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Fernando Leiva, AICP, Assoc. AIA, Development Services Manager and Principal Planner

VOTE:

Mayor Hazelle Rogers	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Marilyn Davis	____ (For)	____ (Against)	____ (Other)
Commissioner Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Beverly Williams	____ (For)	____ (Against)	____ (Other)

APPENDIX A

Future Land Use Element

Formatted Final

FUTURE LAND USE ELEMENT

VIBRANT

CONNECTED

DIVERSE

SAFE

RESILIENT

GOAL 1
LAND USE REGULATION

GOAL 2
INFILL, REDEVELOPMENT AND ECONOMIC INVESTMENT

GOAL 3
PUBLIC FACILITIES AND TRANSIT

GOAL 4
SUSTAINABLE AND ENERGY EFFICIENT INVESTMENT

CORE PRINCIPLES

VIBRANT

Create attractive, compact development along major corridors and in Priority Redevelopment Areas to maximize land use efficiency and public investment in infrastructure and services.

CONNECTED

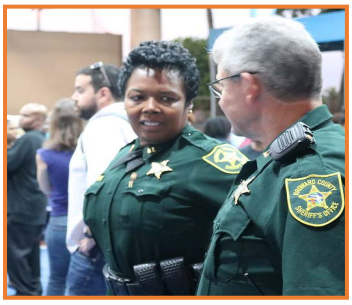
Prioritize strategic partnerships in working to achieve the goals, objectives, and policies of the plan in support of economic development.

DIVERSE

Meet the demands of growth and equitable development by ensuring a diversity of housing types and recreational opportunities while protecting the core single-family neighborhoods.

SAFE

Prioritize urban design that strengthens the safety of the Lauderdale Lakes community through the appropriate application of architectural and site design practices that enhance resident safety.



RESILIENT

Create a resilient City that supports business vitality, addresses hazard mitigation, and promotes a healthy community.

GOAL 1: LAND USE REGULATION

Establish and maintain a compatible and sustainable distribution of land use categories, densities, and intensities that are appropriate for the neighborhoods, districts, and corridors throughout Lauderdale Lakes.

OBJECTIVE 1.1: FUTURE LAND USE DESIGNATIONS

Establish Future Land Use designations and adopt a Future Land Use Map to ensure that development and redevelopment is coordinated with the appropriate topography and soil conditions, the availability of facilities and services, and can accommodate projected population growth through the 2040 planning period.

Monitoring and Evaluation:

- Maintenance of an accurate and up-to-date Future Land Use Map that allows for a full range of land uses.
- Update the Land Development Regulations (LDRs) for consistency with the following Future Land Use Designations.

POLICY 1.1.1 RESIDENTIAL

Purpose: To improve the livability and desirability of the City through the encouragement of compatible uses in the areas designated residential, while enhancing the existing residential development.

Uses: Each parcel of land within an area which is designated "Residential" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

Dwelling units and accessory structures subject to the limitations upon density as expressed on the Lauderdale Lakes Future Land Use Map and the Land Development Regulations, and the following customary uses as expressly permitted below:

1. Parks, golf courses and other recreational facilities, and recreational, civic, or cultural buildings ancillary to the primary outdoor recreational use of the site.
2. Community facilities designed to serve the residential area as permitted in the Land Development Regulations such as schools and houses of worship.
3. Communication Facilities.
4. Offices and/or Neighborhood retail sales of merchandise or service, subject to the following limitations and provisions:
    a. No more than a total of five percent of the area designated for residential use on the Broward County Future Land Use Map (Series) within a flexibility zone may be used for offices and/or retail sales of merchandise or services.
    b. No added contiguous area used for offices and/or retail sales of merchandise or services may exceed ten acres. For the purpose of this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
    c. Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for Medium-High (25) Residential or High (50) Residential density may be used for offices and/or retail sales of merchandise or services, as long as no more than 50 percent of the floor area is used for said purposes.

    d. Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50 percent of the floor area is used for offices.
5. Home occupations and other activities accessory to a dwelling unit.
6. Special Residential Facilities subject to: meeting one of the Category definitions as contained in the Plan Implementation Requirements section of the 2017 Broward County Land Use Plan; meeting the density provisions by Category type stated below; and the limitations as expressed by the City of Lauderdale Lakes regarding the use and allocation of Redevelopment Units, Flexibility Units or bonus sleeping rooms as contained in the Administrative Rules Document: Broward County Land Use Plan.
    a. Special Residential Facility Category (1) development shall count as one dwelling unit each.
    b. Special Residential Facility Category (2) development shall count as two dwelling units each.
    c. Special Residential Facility Category (3) development shall count as one dwelling unit per every two sleeping rooms regardless of the number of kitchens or baths.

Residential Density Standards: Residential areas are shown on the Lauderdale Lakes Future Land Use Map according to five ranges of density:

1. The Low (5) Residential category permits up to five dwelling units per gross acre.
2. The Low-Medium (10) Residential category permits up to ten dwelling units per gross acre.
3. The Medium (16) Residential category permits up to 16 dwelling units per gross acre.
4. The Medium-High (25) Residential category permits up to 25 dwelling units per gross acre.
5. The High (50) Residential category permits up to 50 dwelling units per gross acre.

POLICY 1.1.2 COMMERCIAL

Purpose: To provide land for business, office, retail, personal services, and other commercial enterprises that are intended to serve and provide for the current and future residents of the City.

Uses: Each parcel of land within an area which is designated “Commercial” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Neighborhood, community, regional and highway retail and wholesale uses.
2. Office and business uses.
3. Hotels and motels.
4. Parks and recreation.
5. Community facilities, consistent with 1.1.4.
6. Utilities, transportation and communication facilities (excluding landfills and power plants).
7. Residential uses provided that the City Commission applies flexibility or redevelopment units to the parcel consistent with the requirements of the Broward County Land Use Plan and that:
    a. The residential units are located in the same structure as the commercial building;
    b. The residential floor area does not exceed 50 percent of the total floor area of the building; or
    c. The first floor is totally confined to commercial uses; or
    d. For parcels 10 acres in size or less, free standing multi-family residential uses are permitted; or
    e. For mixed commercial/ residential developments greater than 10 acres in size free standing multi-family residential uses are permitted provided the gross residential acreage does not exceed 10 acres or 40 percent of the total gross acreage of the commercially designated parcel, whichever is greater, and that the entire mixed commercial/residential development be governed by specific zoning regulations that establish criteria to ensure proper integration and compatibility of land uses within and surrounding the development; or

f. Residential units within the same structure as commercial uses for the owner, manager or caretaker of commercial uses may be located in areas designated commercial without the application of flexibility units or redevelopment units.

8. Retail uses, restaurants, financial institutions, and personal services.
9. Employment uses, such as offices for administrative, professional, research, and business purposes.
10. Entertainment centers.
11. Commercial recreation uses, such as outdoor and indoor recreation facilities, active recreation complexes, and stadiums.

Intensity: The maximum nonresidential intensity in the Commercial designation shall be a FAR of 3.0

POLICY 1.1.3 INDUSTRIAL

Purpose: To manage the growth and retention of light industrial land uses such as manufacturing, warehouse distribution, research and development, and other heavy commercial or industrial related uses.

Uses: Each parcel of land within an area which is designated "Industrial" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Industrial uses.
2. "Heavy Commercial" uses such as warehouses, wholesale distributors, etc.
3. Office uses.
4. Utilities, transportation, and communication facilities and easements.
5. Parks and recreation uses as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
6. Community facilities as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
7. The following uses are permitted in industrial areas provided the total area of these uses does not exceed 20 percent of the area designated for industrial use in the City of Lauderdale Lakes on the Broward County Land Use Plan and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry and is certified by the Broward County Planning Council subject to the review and approval requirements of the Administrative Rules Document: Broward County Land Use Plan.
    a. Commercial and retail business uses.
    b. Hotels and motels.

Intensity: The maximum nonresidential intensity in the Industrial designation shall be a FAR of 2.0.

POLICY 1.1.4 COMMUNITY FACILITIES

Purpose: To provide land or the engagement and interaction of members of the community, to enhance the overall health and wellbeing of the City. These include uses such as educational, medical, governmental, religious, civic, cultural, judicial, and correctional facilities.

Uses: Each parcel of land within an area which is designated "Community Facility" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Schools, houses of worship, hospitals, governmental administration, police, and fire stations, libraries, civic centers, courts, nursing homes, and governmentally sponsored residential-care facilities for the elderly and/or persons with disabilities. Also permitted in areas designated for community facilities are parks and recreation facilities.
    a. Special Residential Facility Category (2) development as defined by the Broward County Land Use Plan subject to the allocation of redevelopment or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as contained in the "Administrative Rules Document" of the Broward County Planning Council.
    b. Special Residential Facility Category (3) development as defined by the Broward County Land Use Plan; subject to the allocation of redevelopment units or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as explained in the "Administrative Rules Document" of the Broward County Planning Council; each flexibility or redevelopment unit shall permit two sleeping rooms regardless of the number of kitchens or baths.

Intensity: The maximum allowable intensity within the Community Facilities designation shall be an FAR of 0.75.

POLICY 1.1.5 RECREATION

Purpose: To provide areas that are generally free from development. This land use designation shall provide opportunities for new and existing recreational facilities in the City and support physical and mental well-being for residents of all ages.

Uses: Each parcel of land within an area which is designated "Private Recreation" or "Public Recreation" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Passive recreational uses, including, but not limited to: nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas.
2. Golf courses which are intended to remain as permanent open space.
3. Camping grounds and related facilities.
4. Cemeteries.
5. Active recreational uses, including, but not limited to: tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches, and bikeways.
6. Boat ramps and docks.
7. Outdoor cultural, educational and civic facilities, including but not limited to: animal exhibits, habitats, band shells, and outdoor classrooms.

Intensity: The maximum allowable intensity within the Private Recreation and Public Recreation designations shall be an FAR of 0.10 for accessory structures and 3.0 for principal recreation structures.

POLICY 1.1.6 UTILITIES

Purpose: To ensure that land is available to produce utilities and guarantee that an adequate level of utility service is provided for the current and future residents of the City.

Uses: Each parcel of land within an area which is designated "Utilities" by the Lauderdale Lakes Land Use Plan must be included in a zoning district which permits one or more of the following uses:

1. Utilities such as water and wastewater treatment plants, pumping stations, electrical power plants and substations, solid waste disposal and transfer stations; excluding Landfills.
2. Other uses determined to be ancillary to the primary uses described in (1).
3. The following uses may also be permitted in the areas designated utilities as long as the location of these uses does not preclude or adversely affect the future use of the surrounding areas for utility facilities.
    a. Recreation and open space uses.
    b. Non-residential agricultural uses.
    c. Communication facilities.

POLICY 1.1.7 LOCAL ACTIVITY CENTER

Purpose: To promote mixed land uses in a single area, to discourage the use of the automobile, and promote multi-modal transportation. Land with this designation shall balance land uses with multi-modal transportation and innovative design principles to create spaces that are more desirable for current and future residents of the City.

Uses: Each parcel of land within an area which is designated "Local Activity Center" (LAC) by the Lauderdale Lakes Land Use Plan shall be in conformance with the following criteria:

1. Shall support a balanced mix of land use characterized by compactness, pedestrian friendly design, neighborhood-scale, and framed by architecture and landscape design appropriate to local history and ecology.
2. Shall have a development pattern that generally reflects planning and design principles such as walkable neighborhoods oriented around the "five-minute walk", primary orientation toward public transit systems, a centrally located community serving land use or land uses, and greater integration of housing, employment, shopping and recreation at the neighborhood level.
3. Shall encourage rehabilitation or reuse of historic buildings on site, whenever feasible.
4. Shall promote an urban form with well-integrated land use combinations, balanced intensities and densities or uses compatible with surrounding uses, and promote mobility through safe and convenient interconnectivity of vehicular (including transit access), pedestrian and other non-motorized modes of travel. The design guidelines shall integrate public areas through open space, urban public plazas, and/or recreational or community facility areas. These guidelines may include:
    a. Buildings should front the street (zero or minimum setbacks are preferable).
    b. Vehicle parking strategies which lessen conflicts with bicycles and pedestrians and promote transit usage (i.e. parking structures, off-site parking, reduced parking ratios, shared parking facilities, and parking which does not front the street).
    c. Transit/bus stop.
    d. A circulation system designed to strengthen bicycle and pedestrian connectivity to all areas of the site/area, including recreation areas, parks, adjacent uses, transit/bus stop and activity nodes.
    e. The physical separation, such as walling off neighborhoods from adjacent development or roadways, is discouraged where it disrupts the connectivity of compatible uses, pedestrian and/or bicycle access. If a buffer is necessary, adequate landscaping could be used in place of a continuous wall.
    f. Complement and support adjacent existing land uses and/or adopted future land use designations through the effective use of density, massing, and other design elements.

Lauderdale Lakes Downtown Activity Center Maximums
Acreage: Approximately 140 acres
General Location: East of Northwest 43rd Avenue, south of Northwest 36th Street, west of Northwest 35th Avenue and north of Northwest 29th Street.

Density and Intensity of Land Uses:

- Residential Land Uses 3,000 dwelling units*
- Commercial Land Uses 600,000 square feet
- Hotel 300 rooms
- Community Facilities Land Uses 50,000 square feet
- Recreation and Open Space 5.0 acres minimum

*Consisting of 1,500 high rise† dwelling units, 500 garden apartments and 1,000 townhouses. The City shall not issue residential building permits until the execution and implementation of a legally enforceable mechanism, such as a tri-party interlocal agreement, regarding a student station fee. Additional high rise units may be substituted for garden and/or townhouse units provided that (i) not more than 3,000 total residential units are developed in the LAC and (ii) any such substitution is approved by the City Commission.

† Note: High-rise units are defined as four (4) stories or more, consistent with the effective Broward County Land Development Code definition at the time of the adoption of the Broward County Land Use Plan amendment.

OBJECTIVE 1.2: INTENSITIES AND DENSITIES

The intensities and densities of all land uses shall be interpreted in accordance with the following policies of this objective, and further restricted by enforcing the City of Lauderdale Lakes' zoning map, the specific requirements of each zoning district, the City's Code of Ordinances and the City and County platting and subdivision regulations.

Monitoring and Evaluation:

- Maintain the City's Flexibility and Redevelopment Units inventory and provide an update of the total number of remaining units annually to the public.

POLICY 1.2.1

The intensities of all land uses shall be further restricted by enforcing the Lauderdale Lakes' zoning map and the specific requirements of each zoning district, the City's Code of Ordinances and the City and Broward County platting and subdivision regulations. The vertical mixing of land uses along main thoroughfares shall be encouraged.

POLICY 1.2.2

To allow both the public and private sectors to respond to changing conditions and permit the appropriate location of neighborhood commercial uses within or adjacent to established residential neighborhoods, the Lauderdale Lakes Land Use Plan shall permit up to 5% of the area designated residential within Lauderdale Lakes to be used for neighborhood commercial uses as identified and in accordance with this Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan."

POLICY 1.2.3

The City may decrease by 20 percent the lands designated “Commerce” on the Broward County Land Use Map for residential use in accordance with the rules established within the “Administrative Rules Document: Broward County Land Use Plan” and the Chapter 163, Florida Statutes plan adoption and amendment process.

POLICY 1.2.4 DENSITY CALCULATION

All references to density within the Lauderdale Lakes Land Use Plan refer to gross density. Gross density is calculated as the number of dwelling units existing or proposed within an area, divided by the gross acreage of the lot. Gross acreage means the total number of acres in an area, including acreage used or proposed for streets, lakes, waterways, and other proposed land uses permitted in residential areas of the Land Use Plan.

Calculations of acreage covered by different land use categories on the Lauderdale Lakes Future Land Use Map will be approximate, due to the scale of the map. Where edges of land use categories are close to property lines, streets, transmission lines or other existing lines, edges should be construed to follow those lines. A lake or canal should be construed as having been assigned the same land use category as that assigned to adjacent unsubmerged land.

POLICY 1.2.5 ARRANGEMENT OF DWELLING UNITS

Any arrangement of dwelling units on a parcel of land designated for residential use is compatible with the Lauderdale Lakes Land Use Plan as long as the maximum number of dwelling units permitted within the parcel is not exceeded. For example, the Lauderdale Lakes Land Use Plan does not regulate whether a developer uses 100 acres of land designated for Low (5) Residential density to build 500 single family homes or whether the same 100 acres are used to build a 500 unit high-rise structure, with the balance of the land maintained as permanent open space. The distribution of units will be determined by the Lauderdale Lakes Land Development Regulations.

POLICY 1.2.6 DASHED-LINE AREAS

Planned Unit Developments and partially completed large scale development, have been identified on the Lauderdale Lakes Future Land Use Map by dashed lines circumscribing their edges. For each of these areas, the maximum overall density in dwelling units per acre is the number which appears in the circle inside the dashed line. That number can be multiplied by the number of acres inside the dashed line, including areas not designated for residential use, to ascertain the maximum number of dwelling units allowable within the dashed line. The dwelling units that are permitted within areas circumscribed by a dashed line may only be applied within the boundaries of the circumscribed area and may not be transferred.

POLICY 1.2.7 FLEXIBILITY UNITS

The City shall continue to implement the Flexibility Unit provisions as provided for in this Element and as consistent with the Broward County Land Use Plan and the Administrative Rules Document: Broward County Land Use Plan.

a. Flexibility Units are shall equal the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Land Use Plan and the number of dwelling units permitted within the City of Lauderdale Lakes' Future Land Use Map, plus additional remaining permitted dwelling units, fixed at the adoption date of the 2017 Broward County Land Use Plan and formerly defined as "Reserve Units" which were equal to two percent (2%) of the total number of dwelling units permitted by the City of Lauderdale Lakes' Future Land Use Map. The certified Lauderdale Lakes Future Land Use Map may be more restrictive than the Broward County Land Use Plan Map (Series), therefore, available Flexibility Units may be utilized by the City to rearrange residential densities.
b. The City of Lauderdale Lakes has been established as a "Unified Flexibility Zone."
c. The maximum number of dwelling units permitted in a Flexibility Zone by the Lauderdale Lakes Future Land Use Map shall not exceed the number of dwelling units permitted in the Flexibility Zone by Broward County Land Use Plan Map (Series).
d. Allocations of Flexibility Units are subject to the restrictions below:
    - Allocations of Flexibility Units for "affordable housing," special residential facilities, and areas designated "Regional Activity Center" as defined within the Broward County Land Use Plan regardless of the provisions referenced in (1) and (2) above, shall be exempt from this provision.
    - With the adoption of the 2017 Broward County Land Use Plan, Flexibility Units now include remaining "Reserve Units" which were equal to two percent (2%) of the total number of dwelling units permitted by the Lauderdale Lakes Future Land Use Map.

POLICY 1.2.8 REDEVELOPMENT UNITS

Redevelopment Units are defined as additional permitted dwelling units equal to three percent (3%) of the total number of dwelling units as established by the adoption of the 2017 Broward County Land Use Plan. Municipalities that have fewer than 250 combined "flexibility units" or "redevelopment units" may apply to the Broward County Planning Council for the allocation of "redevelopment units" in allocations of 500 dwelling units, or 10% of the number of dwelling units permitted by the certified municipal land use plan, whichever is less, subject to the requirements set forth in Broward County Land Use Plan.

OBJECTIVE 1.3 LAND USE IMPLEMENTATION

Future growth and development, redevelopment and rehabilitation will be managed through the preparation, adoption, implementation, and enforcement of land development regulations consistent with the Comprehensive Plan, the City adopted level of services in the Capital Improvement Element, and with s.163.3202, F.S.

POLICY 1.3.1

Adopt and maintain land development regulations and zoning districts that are based on the principles, goals, objectives, policies, future land use categories, and maximum densities and intensities established by this plan to enhance the quality of life of Lauderdale Lakes residents.

POLICY 1.3.2

Continue to administer land development regulations consistent with s.163.3202, F.S. that shall also contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

1. Regulate the subdivision of land;
2. Regulate the use of land and surface water;
3. Ensure the compatibility of adjacent land uses and provide for open space;
4. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
5. Regulate signage;
6. Provide that public facilities and services meet or exceed the standards established in the capital improvements element;
7. Ensure safe and convenient traffic flow, adequate rights-of-way, and vehicle parking needs; and
8. Encourages energy efficient and innovative development (planned developments, mixed-use development & Redevelopment Units).

POLICY 1.3.3

The Lauderdale Lakes Land Development Regulations shall continue to provide for the discontinuation of non-conforming land and building uses which are incompatible or inconsistent with the Land Use Plan. Regulations for buffering of incompatible land uses shall continue to be enforced as set forth in the Lauderdale Lakes Land Development Regulations, consistent with s.163.3202, F.S.

POLICY 1.3.4

The Lauderdale Lakes Land Development Regulations shall continue to provide for the protection and creation of surface waters in conformance with State of Florida and South Florida Water Management District policies.

OBJECTIVE 1.4: INTERGOVERNMENTAL COORDINATION

Continue to coordinate with affected and appropriate governments and agencies to maximize their input into the development process and mitigate potential adverse impacts of future development and redevelopment activities.

POLICY 1.4.1 CONCURRENCY

Requests for development orders or permits shall be coordinated with applicable and appropriate City service providers, Broward County, Broward County Public Schools, special districts, the South Florida Regional Planning Council, the South Florida Water Management District and state and federal agencies to ensure consistency with adopted concurrency requirements of Section 163.3180, Florida Statutes and to provide adequate land for public utilities.

POLICY 1.4.2 LEVELS OF SERVICE

Provide that development orders and permits shall not be issued which result in a reduction of the levels of services for the affected public facilities below the adopted level of service standards for all public services, including open space, water, wastewater, transportation, drainage, and schools. The following policies establish level of service requirements and are adopted in the City's Capital Improvement Element and Recreation & Open Space Element.

- Policy 1.3.4 Solid Waste – Capital Improvements Element
- Policy 1.3.5 Stormwater Management – Capital Improvements Element
- Policy 1.3.6 Transportation– Capital Improvements Element
- Policy 1.3.7 Public Schools – Capital Improvements Element
- Policy 1.1.1 Recreation – Recreation & Open Space Element

POLICY 1.4.3 PLATTING

The City shall administer platting requirements in conformance with, or more stringent than the Broward County Land Use Plan's platting requirements; and, shall not grant an application for building permit for the principal building on a parcel of land unless a plat has been approved by Broward County on the subject parcel. (Broward County Land Use Plan 2.13.1, 2.13.3, 2.13.4)

POLICY 1.4.4 PLAT RECORDATION

At the time of plat recordation, rights-of-way shall be conveyed to the public by deed or easement sufficient to address the impact of development on transportation needs and to meet the requirements of the Broward County Trafficways Plan.

POLICY 1.4.5 IMPACT FEES

The City shall not accept a building permit application, nor issue a building permit for new development unless the applicant has presented evidence from Broward County that the impact of the proposed development to public facilities (e.g. Schools & Transportation) has been mitigated through the payment of impact fees, or other measures in compliance with the Broward County Land Use Plan and Broward County Land Development Code.

POLICY 1.4.6 DEVELOMENT ORDERS

Development orders shall be consistent with the Broward County Land Use Plan, the Lauderdale Lakes Land Use Plan and Land Development Regulations.

OBJECTIVE 1.5 LAND USE AMENDMENTS

The Lauderdale Lakes Land Use Element and any proposed Future Land Use Map amendments shall be reviewed in a manner consistent with the applicable and appropriate processes identified in Chapter 163, F.S., the Broward County Land Use Plan, and the Lauderdale Lakes Comprehensive Plan.

POLICY 1.5.1

The Broward County Planning Council shall continue to administer the certification and recertification process established within the Broward County Charter to ensure the land use plans of Broward County's local governments are in substantial conformity with the Broward County Land Use Plan and implement the procedures identified within the "Administrative Rules Document: Broward County Land Use Plan."

POLICY 1.5.2

The Broward County Land Use Plan regulates the consistency and compatibility among the land use plans of Broward County's local governments through the Broward County Planning Council's certification and recertification process.

POLICY 1.5.3

Proposed land use plan text and map amendments within the City shall successfully complete the Chapter 163, Florida Statutes local comprehensive plan review process prior to their certification or recertification by the Broward County Planning Council.

POLICY 1.5.4

Broward County and the City of Lauderdale Lakes shall review proposed amendments to the County and City land use plans to ensure the provision of adequate public facilities when needed to serve the proposed development, including the review of available water and wastewater services and/or plans to provide such services within a financially feasible capital plan adopted by the City.

POLICY 1.5.5

Broward County and the City of Lauderdale Lakes shall review amendments to the Broward County and City land use plans for compatibility with existing land uses, the character of the predominate development area, and future land uses as a primary consideration in that review, but shall also recognize that approved redevelopment plans aimed at reducing blighted or deteriorating areas may appropriately promote the introductions of land use patterns in variance from existing land use patterns.

POLICY 1.5.6

The individual and cumulative impacts on the existing and planned transportation facilities shall be considered in the review of land use amendments that are proposing to increase density and intensity; the required traffic review methodology shall be endorsed by the Broward Metropolitan Planning Organization.

POLICY 1.5.7

The City shall review proposed amendments that increase density for consistency with the Public School Facilities Element and countywide and municipal level of service standards for schools in compliance with the Public School Facilities Inter-local Agreement to ensure that there is sufficient capacity to accommodate the projected student impact of the proposed amendment.

POLICY 1.5.8

The City shall ensure that applications for increases in density or intensity are reviewed by the utility provider (Broward County Water & Wastewater Services) for concurrency requirements and for consistency with the Broward County Water Supply Facilities Work Plan and for areas of the City where Fort Lauderdale is the potable water provider.

POLICY 1.5.9

Broward County shall discourage land use plan amendments which negatively impact hurricane evacuation clearance times and/or emergency shelter capacities.

POLICY 1.5.10

Broward County and the City of Lauderdale Lakes shall consider the impacts of land use plan amendments on wetland resources and minimize those impacts to the maximum extent practicable.

POLICY 1.5.11

Broward County and the City of Lauderdale Lakes shall address land use plan amendments containing golf courses, including closed golf courses, consistent with the Broward County Land Use Plan Policy 2.5.5.

POLICY 1.5.12

Amendments that propose to add 100 or more dwelling units shall be reviewed for consistency with Policy 2.16.2 of the Broward County Land Use Plan.

POLICY 1.5.13

Consider the potential impacts of land use plan amendments on historical and archaeological resources.

POLICY 1.5.14

Proposed future land use map amendments shall be supported with data and analysis from the adopted 10-Year Water Supply Facilities Work Plan Update demonstrating that adequate water supplies and associated public facilities will be available to meet the projected growth demands.

GOAL 2: INFILL, REDEVELOPMENT, AND ECONOMIC INVESTMENT

Support innovative infill and redevelopment that is economically and environmentally resilient and enhances community character with aesthetic pleasing energy efficient design.

OBJECTIVE 2.1: ECONOMIC INVESTMENT

Encourage new economic investment and redevelopment through strategic public investments and maintaining a development review process that is responsive, efficient and equitable.

Monitoring and Evaluation:

- Maintenance of customer satisfaction records
- Creation of a Priority Development Incentive Program
- Strategic Economic Development Plan

POLICY 2.1.1

Lauderdale Lakes shall complete a strategic economic development plan by December 2024 to identify opportunities and establish measurable goals that support new vibrant and sustainable development in the City.

POLICY 2.1.2

Implement and build upon community branding concepts that support new investment, including the branding of the City's gateways, as recommended in the Community Redevelopment Area Master Plan (2013).

POLICY 2.1.3

Analyze opportunities for grant funding, public-private partnerships, including leveraging the tools available through the State of Florida Opportunity Zones program.

POLICY 2.1.4

Lauderdale Lakes shall continuously improve its development review process by making gains in efficiency, applying standards and regulations uniformly, and providing mechanisms to improve the project proposal early in the development review process.

POLICY 2.1.5

Create a priority development incentive program which allows development proposals that meet criteria that supports sustainable investments to qualify for streamline permitting, density bonuses, and/or reduced fees.

POLICY 2.1.6

Lauderdale Lakes will continue to implement the Flexibility and Redevelopment Unit provisions as provided for in the Land Use Implementation Section of this Element and consistent with the BCLUP and the Administrative Rules Document: Broward County Land Use Plan.

POLICY 2.1.7

Lauderdale Lakes shall use its Flexibility and Redevelopment Units to encourage development that support sustainable investments in the community and maintain an up to date inventory.

POLICY 2.1.8

Eliminate regulatory activities that are no longer tied to current or future needs.

POLICY 2.1.9

In order to provide for a broad range of current and future residents, low, moderate, and work force housing is encouraged.

OBJECTIVE 2.2: RESILIENT & INNOVATIVE INFILL AND REDEVELOPMENT

Strategically prioritize the redevelopment and revitalization of commercial corridors, priority redevelopment areas, and blighted areas by codifying resilient and innovative development principles and eliminating uses and conditions that are not in alignment with the vision of Lauderdale Lakes.

Monitoring and Evaluation:

- The number of acres remaining in the City of Lauderdale Lakes that are in need of redevelopment or renewal, or which are developed and/or used inconsistent with the vision of Lauderdale Lakes and do not contribute to the quality of life desired by residents.
- The change in the property values within the City and CRA limits.

POLICY 2.2.1

Lauderdale Lakes and the CRA shall continue to develop and implement programs to encourage redevelopment and private investment within identified blighted and economically distressed areas.

POLICY 2.2.2

Ensure that land uses and development standards promote the infill and redevelopment of underutilized and vacant properties, which maximize the use of existing public facilities, provide for a mix of uses and housing types, and prioritize the provision of additional open space within the City of Lauderdale Lakes' built urban/suburban environment.

POLICY 2.2.3

Lauderdale Lakes shall use all feasible methods to eliminate existing land uses and conditions that are inconsistent with the City's adopted goals and overall vision as expressed in the Citizens' Master Plan and which are contrary to the quality of life desired by its citizens. Such methods may include effective nonconforming use and structure regulations, redevelopment incentives, the City's economic development program, incentives for business and industry relocation to the City, capital improvements, and property improvement grants, loans and programs.

POLICY 2.2.4

Prioritize infill and redevelopment efforts along commercial corridor and in Priority Redevelopment Areas (PRAs) to facilitate infill and redevelopment in strategically important locations throughout the City of Lauderdale Lakes. Proposed site development applications in these PRAs shall be reviewed for general consistency from the design concept recommendations identified Objective 2.4.

POLICY 2.2.5

Ensure compatibility between redeveloping properties and existing adjacent uses including established single-family residential neighborhoods by regulation of building scale, design, building placement, open space, buffering, and use.

POLICY 2.2.6

To the greatest extent feasible, Lauderdale Lakes shall require multi-family housing of 16 units per acre or greater to be located near established transit corridors, or in identified Priority Redevelopment Areas.

POLICY 2.2.7

Foster improved coordination among City agencies such as the Community Redevelopment Agency, to utilize their expertise in marketing and outreach to promote redevelopment; and shall identify opportunities for new public partnerships whenever feasible.

OBJECTIVE 2.3: URBAN DESIGN AND AESTHETICS

To improve the aesthetics and safety of the natural and built environments, and create a stronger sense of place in Lauderdale Lakes, through the implementation of urban design strategies for the City, with particular focus on the Community Redevelopment Area (CRA) and the Priority Redevelopment Areas.

Monitoring and Evaluation:

> Conduct an internal review of approved projects to ensure the implementation the objective and its supporting policies.

POLICY 2.3.1

Lauderdale Lakes shall identify and implement opportunities to enhance the public realm, including:

a. Requiring that urban design elements within the public realm include urban open spaces, street trees, street furniture, attractive sidewalk surfacing, pedestrian-scale lighting, awnings/overhangs, and attractive transit shelters.
b. Investing in complete street project whenever feasible,
c. Improving way finding in the City,
d. Providing gateway and entrance features to announce arrival into, and departure from, the City,
e. Widen public sidewalks along major thoroughfares whenever feasible to provide for pedestrian circulation, outdoor dining, ADA compliance, and landscaping to buffer pedestrians from high speed traffic on adjacent collector and arterial roads, and
f. Maintaining and enforcing sign regulations that balance community aesthetics, sense of place and motorist safety with way finding and effective identification of uses.

POLICY 2.3.2

Lauderdale Lakes shall continue to participate with the South Florida Regional Planning Council, the Broward MPO, and the other participating municipalities in the State Road 7 Collaborative process and the NW 31st Avenue Planning Collaborative process.

POLICY 2.3.3

Lauderdale Lakes shall continue to implement regulations that employ Crime Prevention Through Environmental Design (CPTED) principles to reduce the incidence of crime and protect the safety and welfare of its residents.

POLICY 2.3.4

Adopt standards for unified urban design, architecture, signage and landscaping for major corridors within the CRA boundaries to further assist in creating a sense of place. During the creation of the urban design standards, the City of Lauderdale Lakes shall consider the use of Universal Design in new construction, residential rehabilitation, and remodeling.

POLICY 2.3.5

Maintain and periodically update the Lauderdale Lakes Land Development Regulations to require the following design principles to be utilized for all new development and redevelopment:

a. Encourage increased residential density adjacent to transit corridors where feasible,
b. Engagement of the street and enhancement of the public realm by bringing buildings closer to sidewalks and adding lighting, sidewalk and landscaping improvements on portion of property adjacent to the public right-of-way where appropriate,
c. Creation of internal street networks on larger properties,
d. New public and open space in commercial and mixed use development,
e. Vertical mixing of land uses and high residential densities along major thoroughfares and in Priority Redevelopment Areas,
f. Building designs with unique architectural elements that add character and create visual interest, and
g. Sustainable materials for landscaping and hardscaping, including Florida Friendly landscaping and porous pavement,
h. Encourage the use of best practices development and redevelopment strategies and engineering solutions to reduce flood risk to real property in flood prone areas.

POLICY 2.3.6

Maintain and periodically update the City's design guidelines in the Land Development Regulations to address the following:

a. Physical compatibility of the scale and massing of building, especially when adjacent to single-family residential,
b. Setbacks that allow for new public spaces along the public roadways, including pedestrian pathways with shade trees.
c. Building design that reflects a single architectural style and incorporates a combination of high-quality materials and colors that support and strengthen the design integrity and authenticity of the selected architectural style,
d. Fenestration on all building facades that front a right of way,
e. Terraces, balconies and architectural breaks to help break up the massing of larger structures,
f. Energy efficient lighting that improves public safety and has adequate shielding to protect residential areas from glare and light pollution,
g. Green building construction methods that are energy efficient and incorporate innovative components into building design that may include rooftop parking, recreational amenities, civic spaces and gardens on buildings with relatively large roof areas,
h. Florida Friendly or Florida native landscaping that is drought resistant and requires minimal fertilization.

POLICY 2.3.7

Assist in building a positive community image through such activities as:

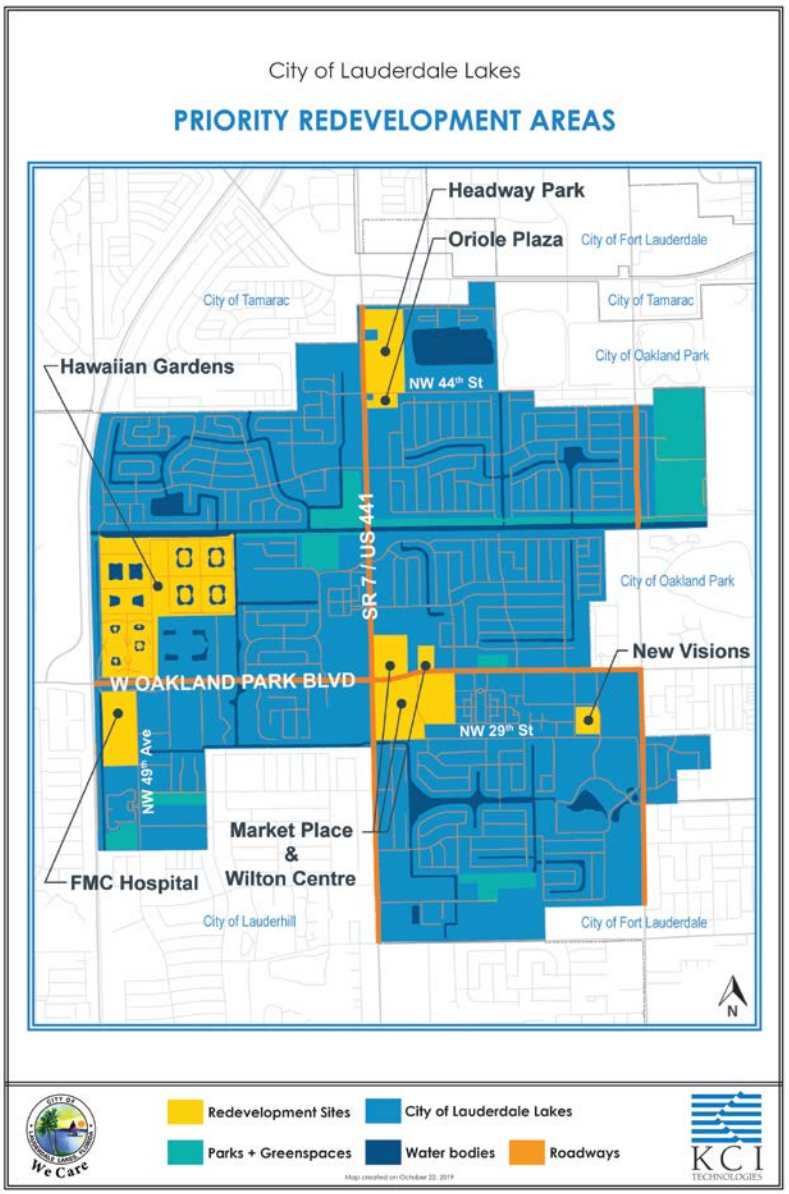
a. Improving aesthetics through code enforcement, gateway improvements, and façade improvements,
b. Creating opportunities for cultural activities and public art, and
c. Investing in creation of a network of parks and pathways that enhances access to recreation and improve the quality of life of residents.

OBJECTIVE 2.4: PRIORITY REDEVELOPMENT AREAS

Prioritize the infill and redevelopment of commercial corridors and strategic priority redevelopment areas for general consistency principles and concepts in this element.

Monitoring and Evaluation:

> Review approved projects for consistency with the following general principles and design concepts.



Policy 2.4.1 HEADWAY OFFICE PARK

Location: Northeast corner of SR 7/US 441 and NW 44th Street.

Location Map

Recommendation: Redevelop and enhance the vibrancy of the existing office park with site improvements, open space, and additional uses, including residential (in mixed-use structures), and retail.

Vision: Adaptive and flexible, accessible and interconnected, and sustainable: a reimagined Headway Office Park will be a unique business park that is designed and planned for the needs of the 21st century work force. With its expansive open and green spaces, interconnected pedestrian and bicycle pathways, compact and efficient design, and variety of uses, this innovative business hub will be an extension of the neighborhood, and could serve as the anchor and gateway for the northern boundary of the City.

Existing Conditions

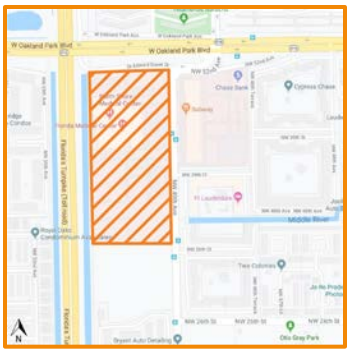
Design Guidelines:

- Protect the pedestrian and enhance the pedestrian environment and scale.
  - Commercial and retail spaces should be placed along US 441 and designed in such a way as to enhance the pedestrian experience.
  - On-site circulation should prioritize the pedestrian and bicyclist over the automobile.
  - Building setbacks and placement should enhance the pedestrian experience, whenever possible.
- Incorporate open spaces that are accessible to the public.
- Buildings should be designed to maximize natural light and ventilation, and be cohesive and similar in aesthetic, including creating an open and translucent ground level and minimize "blind corners."
- Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
- Place ride share pick-up/drop-off locations, electric vehicle charging stations, and bicycle amenities close to building entrances.
- The atmosphere within the parking lot is to be as pleasant and park-like as possible and should limit paved surfaces whenever feasible.
- The use of sustainable, permeable materials, such as porous pavement is encouraged.
- Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.
- Ensure consistent streetscaping details throughout all of the gateways into the City of Lauderdale Lakes.

The central green and the pedestrian amenities along the thoroughfare roadway enhance the public realm

Policy 2.4.2 FLORIDA MEDICAL CENTER HOSPITAL PROPERTY AND PROPERTY TO THE SOUTH

Location: NW 49th Avenue, north of Woodsdale Oaks Apartments, just east of Florida's Turnpike.



Location Map

Recommendation: Through a future concurrent Future Land Use amendment and the creation of an overlay/zoning district, create a mixed-use hospital district to allow for complimentary uses such as a commercial liner in parking garages and workforce housing at a base density of 25-30 dwelling units per acre.

Vision: Allow for a mixture of housing types and densities, commercial, retail, and recreational activities, and a network of interconnected, tree lined, and accessible pedestrian pathways. The *Florida Medical Center Hospital* could serve as the anchor and gateway for the western boundary of the City and provide workforce housing to hospital employees.

Existing Conditions

Design Guidelines:

- Low scale retail and commercial spaces should be placed along NW 49th Avenue, with minimal setback.
- Parking should be placed at the rear of the building, not along NW 49th Avenue nor along NW 52nd Avenue/Access Road.
- Parking structures lined with ground floor retail and commercial spaces are strongly encouraged over surface parking.
- Protect the pedestrian and enhance the pedestrian environment and scale.
- Develop a safe and sustainable mixed-use hospital development.
  - Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
  - The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
  - Shade trees and Florida-friendly landscaping should be utilized.
  - Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.

Conceptual example of infill development over surface parking

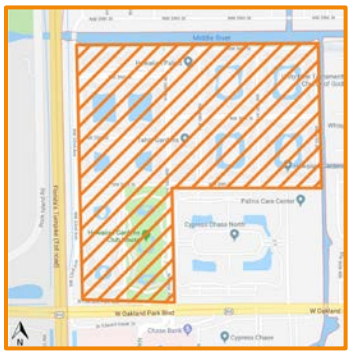
Example: this pedestrian promenade helps to promote connectivity and enhances the pedestrian environment

Policy 2.4.3 HAWAIIAN GARDENS

Location: North side of W Oakland Park Boulevard, just east of Florida's Turnpike.

Recommendation: Through a site-specific Future Land Use Amendment, allow for a higher density residential development (High density residential, at up to 50 dwelling units per acre) with concurrent site-plan approval to ensure general consistency with the City's vision.

Vision: With a focus on promoting health and wellness living, a reimagined higher density residential development on the property aims to create a dense, sustainable, affordable, and attractive residential community for all ages and abilities that creatively mitigates potential flood hazard. As the property is adjacent to the elevated Florida Turnpike and the hospital property to the south, additional height at this location would not be out scale with the surrounding conditions.



Location Map

Existing Conditions

Design Guidelines:

- Provide a mixture of housing types to support a variety of income levels, and which include flexible spaces to support changes in market demand.
- Encourage opportunities for social interaction and community building by incorporating flexible spaces and open / recreational spaces to support a variety of users, abilities, and activities. Additionally, including interconnected, wide, and safe walking paths, centralized mailboxes, and active and passive open and green spaces would allow for increased opportunities for social interaction.
- Buildings should be designed to maximize natural light and ventilation, and be cohesive and similar in aesthetic.
- Buildings should be placed in such a way that would encourage walking or bicycling over driving.
- Prioritize flood mitigation through the application of sustainable, permeable materials, and open space areas that serve a dual role of flood mitigation and recreation whenever feasible.
- To encourage "eyes on the street," front facades, (the bottom floor of a residential structure) should be open and translucent and continue active uses like community spaces or amenities.
- Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.
- Prioritize the protection of the City of Lauderdale Lakes' certified open space.
- Provide for a portion of the open space to be accessible to the public.

Example of how taller scale buildings are appropriate in areas adjacent to an elevated roadway, which also provide enhanced open space opportunities

Policy 2.4.4 ORIOLE PLAZA

Location: Southeast corner of SR 7/US 441 and NW 44th Street.

Location Map

Recommendation: Encourage the redevelopment of the site with a mixed-use development with community serving commercial uses like grocery store, restaurants, retail, commerce, family entertainment.

Vision: To create a safe and sustainable low to medium scale mixed-use development that is respectful of the adjacent single-family residential to the east. This vacant PRA area should be expanded to include the commercial development to the south whenever feasible and the fast food restaurant to the northwest.

Design Guidelines:

- Protect the pedestrian and enhance the pedestrian environment and scale.
  - Retail spaces should be placed along US 441 and NW 44th Street to capture foot traffic.
  - Building setbacks and placement should be minimized to enhance the pedestrian experience, whenever possible.
  - Buildings should be designed to maximize natural light and ventilation and be cohesive and similar in aesthetic, including creating an open and translucent ground level and minimize "blind corners."
- All buildings on the site should be cohesive and similar in aesthetic to create a unique character and sense of place.
- Buildings should be scaled down to two stories and/or be setback appropriately along the property lines adjacent to single-family residential.

Example: awnings, pedestrian-scaled buildings and lighting, seating, and shade trees help to enhance the pedestrian realm

- A decorative lighting plan and cohesive signage / branding plan should be established for the development, which includes a public art component.
- Develop a safe and sustainable low to medium scale mixed use development.
  - Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
  - The use of sustainable, permeable, heat reflective materials should be used wherever feasible; porous pavement is encouraged.
  - Shade trees and Florida-friendly landscaping should be utilized.
  - Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.

Example: development steps down adjacent to less dense/intense uses like single-family residential

Policy 2.4.5 NEW VISIONS

Location: Northeast corner of NW 29th Street and NW 33rd Avenue.

Location Map

Recommendation: Medium density residential in the form of apartments or townhomes, at 15-20 dwelling units per acre.

Vision: To create a vibrant, sustainable, and safe neighborhood.

Design Guidelines:

- Building design and placement should maximize natural light, ventilation, and site-wide pedestrian circulation.
- To encourage "eyes on the street," front facades should be translucent, not solid, include porches and balconies, and, should be minimally setback from the roadway.
- Create a safe and sustainable neighborhood.
  - Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
  - The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
  - Shade trees and Florida-friendly landscaping should be utilized.
  - Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.

Existing Conditions

Policy 2.4.6 MARKET PLACE & WILTON CENTRE

Locations: *Market Place* - Southeast corner of W Oakland Park Boulevard and SR 7/US 441. *Wilton Centre* – Northeast corner of W Oakland Park Boulevard and SR 7/US 441.

Location Map - Top: Wilton Centre; Bottom: Market Place

Recommendation: Encourage mixed use and an approximate density of high density residential in the form of apartments or townhomes, at 25-50 dwelling units per acre with redevelopment or flexibility units. Allow for both the horizontal and vertical mixing of uses within a newly created street grid network. Residential uses shall be required as the principal component with at least two non-residential uses as an additional principal uses such as retail, office, restaurants and personal services, hotel/motel, light industrial (including "live work" buildings), research business, civic and institutional.

Vision: To transform Market Place Plaza into a City Center district that is an active, diverse, well connected, and prosperous mixed-use destination. This concept could be implement through phased infill development and incremental new urbanism, or through a complete redevelopment of the property. The City Center concept could be applied to the larger commercial properties located on each of the four corners of the W Oakland Park Boulevard and U.S. 441 intersection.

Existing Conditions (Wilton Centre)

Existing Conditions (Market Place)

Design Guidelines:

- Establish an internal grid street network with a street hiearchy within the property, which should connect to the adjacent commercial and residential properties whenever feasible.
- Protect the pedestrian and enhance the pedestrian environment and scale.
  - Building setbacks should be minimized, in order to enhance the pedestrian experience.
  - Retail spaces should be placed along W. Oakland Park Boulevard / U.S. 441.
  - Courtyards, plazas, and squares with well-defined edges and are open to the public, such as buildings and foliage, are required.
  - Ground floor commercial and retail spaces should include translucent facades.
  - Parking structures with decorative wrapping on the parking levels and ground floor retail are encouraged over surface parking lots.
- Create a "gateway experience" to the City on the property that establishes a unique character and sense of place on the property and adjacent public roadways.
  - Entrances and the intersection of W. Oakland Park Boulevard and U.S. 441 should be marked with gateway signage and vibrant Florida friendly landscaping welcoming visitors to Lauderdale Lakes and City Center District.
  - A decorative lighting plan should be developed with branded banners at gateways and along the internal main street.
  - Include a public art component.
  - Ensure consistent streetscaping details throughout all the gateways into the City of Lauderdale Lakes.
- Create a safe and sustainable City Center development.

- The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
- Shade trees and Florida-friendly landscaping should be utilized.
- Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
- Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.

Example: Complimentary architecture and building types create a walkable mixed-use development

Example concept of an infill mixed-use structure with retail wrapped parking garage.

GOAL 3: PUBLIC FACILITIES AND TRANSIT

Support multi-modal transportation facilities to optimize use of the regional transportation network to move people, goods, and services safely and efficiently while incorporating and promoting Complete Streets principles where appropriate in a context sensitive manner.

OBJECTIVE 3.1: PUBLIC FACILITIES

To ensure the availability of public utility and multi-modal transportation facilities and services necessary to support proposed development.

Monitoring and Evaluation:

> Continuing to require through the Lauderdale Lakes Land Development Regulations, Code of Ordinances and the City and County platting and subdivision regulations the dedication of public utility and transportation easements and rights-of-way to agencies responsible for providing public utility services.

POLICY 3.1.1

Accommodate and support Complete Streets features and technology into County and City roadways where practical, context sensitive, and financially feasible.

POLICY 3.1.2

Capitalize on intergovernmental coordination and technical assistance opportunities City, including coordination with the Florida Department of Transportation (FDOT) regarding access management, transit, parking, and streetscaping proposals.

POLICY 3.1.3

Lauderdale Lakes shall continue to require the dedication of easements and rights-of-way to acquire suitable land for utilities and transportation facility development.

POLICY 3.1.4

Development orders and permits shall not be issued unless transportation facilities and services are available concurrent with the impact of development, or as otherwise provided by Sec. 163.3180, F.S., as may be amended from time to time.

POLICY 3.1.5

Lauderdale Lakes shall continue to regulate the subdivision of land to ensure compliance with adequate access, right-of-way dedication and off-site improvement requirements, to ensure the interconnectivity of streets, access control to protect the regional roadway network, and adequate utilities and drainage.

POLICY 3.1.6

Educate the community about complete street principles and concepts as part of planning processes to build support and understanding for future policy and regulatory changes.

OBJECTIVE 3.2 MULTI-MODAL AND TRANSIT INTEGRATION

To support and encourage multi-modal transportation options in private development projects and in public infrastructure revitalization projects throughout the City of Lauderdale Lakes.

POLICY 3.2.1

The City of Lauderdale Lakes shall support transit-oriented development, including encouraging structured parking and parking requirements that are not prohibitive to such development.

POLICY 3.2.2

The City of Lauderdale Lakes shall, within one year of adoption of its Comprehensive Plan amendments, review its Land Development Regulations to ensure consistency with Future Land Use designations along the State Road 7 / U.S. 441 and Oakland Park Boulevard corridors, and to ensure that they enable transit-supportive intensities and vertical mixing of land uses.

POLICY 3.2.3

Transit shelters shall be integrated into site plans or buildings to the extent possible, and in all cases, shall be designed to be attractive, comfortable and convenient.

POLICY 3.2.4

The Lauderdale Lakes Land Development Regulations shall encourage pedestrian and bicycle travel by providing for exceptional pedestrian and bicycling infrastructure including, but not limited to wide, continuous and well-maintained sidewalks and bike ways adequately separated from traffic; shade provided through street trees, awnings, arcades or the like; a high degree of natural surveillance opportunities from roadways and adjacent businesses and residences (via buildings built close to the street with front porches and balconies, and large, frequent window openings) to enhance safety; adequate lighting for way finding and safety; way finding signage; engaging streetscapes; safe and convenient bicycle lock-ups; frequent shelter opportunity from wind and wind-driven rain; workplaces with shower and changing facilities; and, an array of businesses and services distributed along pedestrian and bicycle routes that cater to pedestrians and bicyclists, such as bicycle repair stores, bicycle and scooter rental stores, and food and beverage stores.

POLICY 3.2.5

The City of Lauderdale Lakes shall, through its Land Development Regulations, encourage the use of sidewalks, bikeways, lighting, surface treatments, narrower vehicle lane widths, signs and signals to help slow traffic on neighborhood streets, to encourage pedestrian-friendly uses.

POLICY 3.2.6

The City of Lauderdale Lakes shall, through its Land Development Regulations, promote pedestrian orientation by providing for pedestrian linkages between developments and neighborhoods.

GOAL 4: SUSTAINABLE AND ENERGY EFFICIENT INVESTMENT

Balance land use and revitalization efforts with proactive approaches to energy efficiency, sustainability, hazard mitigation, and resource protection.

OBJECTIVE 4.1 ENERGY EFFICIENCY AND REDUCTION OF GREENHOUSE GAS EMISSIONS

The City of Lauderdale Lakes shall support the State's efforts to reduce greenhouse gas emissions and to promote energy efficiency and conservation through the development and implementation of local policies and programs.

Monitoring and Evaluation:

- The effectiveness of the following policies at reducing greenhouse gas emissions and promoting energy efficiency shall be monitored and evaluated every seven years in conjunction with the City of Lauderdale Lakes' Evaluation and Appraisal Report (EAR).
- Evaluate the effectiveness of information and resources provided to residents to make sure they are utilized.

POLICY 4.1.1

Support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

POLICY 4.1.2

Review the Lauderdale Lakes Land Development Regulations to identify any regulatory barriers to promoting green building (e.g., prohibition of photovoltaic panels). Upon identification of regulatory barriers to said program, the City shall amend the Land Development Regulations as necessary to support energy efficiency and the use of renewable energy resources while continuing to ensure compatibility and a high standard of development.

POLICY 4.1.3

Update the Lauderdale Lakes Land Development Regulations to support residential and commercial construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or another nationally or state recognized, high-performance green building rating system as recognized by the City Manager or designee.

POLICY 4.1.4

The Community Development Services Department shall encourage residents, businesses, and developers to embrace low impact development practices including green buildings by providing readily-available information and resources to these parties. Information and resources may include how-to-guides or information on available funding sources for green development or energy efficient improvements (e.g., tax credits, low interest loans, grants).

POLICY 4.1.5

Amend the Lauderdale Lakes Land Development Regulations to include incentives (e.g., expedited review process, density/intensity bonus) for constructing green-certified buildings or implementing low impact development practices as identified by the City of Lauderdale Lakes.

POLICY 4.1.6

Continue to support the efforts of local utility providers to reduce energy and water consumption of residences and businesses in the City of Lauderdale Lakes.

POLICY 4.1.7

Encourage development with energy conserving design that is consistent with the sustainable development policies of the Conservation Element including, but not limited to energy and environmental conservation and water reuse best practices. The City of Lauderdale Lakes will coordinate with Broward County to pursue the establishment of mandatory reuse zones for reclaimed water.

POLICY 4.1.8

Implement a Tree Inventory and Planting Program, as described in the Conservation Element to replace tree canopy lost to storms, to enhance the appearance and property values of residential neighborhoods, to reduce energy demand, to facilitate pedestrian and bicycle travel, and to contribute to an enticing business environment.

POLICY 4.1.9

Coordinate with Broward County for review all proposed development with respect to the potential for related impacts to the regional air quality, negative impacts eliminated or effectively mitigated.

OBJECTIVE 4.2 NATURAL RESOURCE PROTECTION

To ensure the protection of natural resources and a climate-resilient future.

Monitoring and Evaluation:

> The adoption and enforcement of standards and regulations that protect natural resources and consider resiliency against the impacts of climate change.

POLICY 4.2.1

Protect wellfields in accordance with Broward County's Wellfield Protection Ordinance.

POLICY 4.2.2

Prohibit industrial uses within Wellfield Protection Zones of Influence consistent with Broward County regulations.

POLICY 4.2.3

When it is determined to be practical and financially feasible, require land uses currently on septic systems to be connected to central wastewater treatment facilities, with priority given to those land uses in proximity to surface waters. New septic tanks shall only be permitted by the Florida Department of Health as consistent with Broward County's Water, Sanitary Sewer, and Septic Tank Ordinance.

POLICY 4.2.4

Ensure adequate pervious surface areas throughout the City of Lauderdale Lakes to promote natural groundwater recharge and filtration through the City's Land Development Regulations.

POLICY 4.2.5

Encourage the preservation of open space areas. Amendments to the Lauderdale Lakes Land Use Plan, which would result in the loss of open space, shall be evaluated to determine how the applicant will provide equivalent or better open space and recreation facilities to meet the level of service requirements, and how the negative impacts of the loss of open space on surrounding neighborhoods will be minimized or mitigated.

POLICY 4.2.6

Incorporate designs which are environmentally sensitive (i.e. reduction of impervious surfaces, alternative pavement materials for overflow parking lots).

POLICY 4.2.7

To minimize soil erosion on new construction sites, the City of Lauderdale Lakes shall continue to require treatment and other measures consistent with Chapter 27 of the Broward County Code.

POLICY 4.2.8

No new solid-fill transportation facilities or similar structures shall be permitted within Broward County's identified water conservation areas without provisions for maintaining the freshwater sheet flow.

OBJECTIVE 4.3 HAZARD MITIGATION & DISASTER RECOVERY

Lauderdale Lakes shall assess its risk of hazards and reduce its exposure to natural and man-made disasters through proactive mitigation.

Monitoring and Evaluation:

- Complete a hazard and risk exposure evaluation and mitigation action plan.
- Re-evaluate impact from sea-level rise every 7 years; no impact is projected through 2040.

POLICY 4.3.1

Continue to enforce the City of Lauderdale Lakes' flood damage prevention land development regulations and the flood resistant construction provisions of the Florida Building Code, including minimum base flood elevation requirements.

POLICY 4.3.2

Evaluate participation in the National Flood Insurance Program Community Rating System to reduce insurance premiums for residents.

POLICY 4.3.3

Seek funding and partnerships to include blue green infrastructure components in parks or facilities in flood prone areas and adjacent to canals.

POLICY 4.3.4

In conjunction with Broward County, develop and implement post-disaster redevelopment and hazard mitigation land use controls and development regulations including strong preventive measures, to protect the health, safety and welfare of City of Lauderdale Lakes' current and future residents.

POLICY 4.3.5

Coordinate with Broward County on the adoption of a countywide long-term recovery and redevelopment strategy, which focuses on immediate recovery needs and establishes an orderly process for reviewing private and public redevelopment proposals to restore the economic and social viability of the community in a timely fashion.

OBJECTIVE 4.4 PROTECTION OF HISTORICAL AND ARCHAEOLOGICAL RESOURCES

The City of Lauderdale Lakes shall continue to identify and protect structures and sites that are historically or archaeologically significant.

Monitoring and Evaluation:

> At least once every seven years, the City of Lauderdale Lakes shall review the Florida Master Site File and National Register of Historic Places to determine if there are any historically and archaeologically significant resources within the City.

POLICY 4.4.1

Maintain an inventory of historically and archeologically significant properties and protect those structures and sites from degradation and loss.

POLICY 4.4.2

Continue to implement procedures in the Lauderdale Lakes Land Development Regulations to ensure the continued protection of historically and archaeologically significant resources.

POLICY 4.4.3

The City shall draw upon information contained of the Broward County Historical Commission, the Florida Master Site File, and the National Register of Historic Places to help identify potential historical and archaeological significant resources in the City.

POLICY 4.4.4

Continue to coordinate resource protection activities with applicable state and federal laws.

OBJECTIVE 4.5 PROTECTION OF CITY WATERWAYS

The City shall protect and enhance the natural qualities of Lauderdale Lakes' canal system and groundwater.

POLICY 4.5.1

The City of Lauderdale Lakes shall require all development in the flood hazard areas to comply with the provisions of the City's Flood Prevention and Protection Ordinance.

POLICY 4.5.2

All new development and redevelopment projects shall be designed to minimize the introduction of pollutants into stormwater runoff, to the maximum extent practicable, as well as, minimize the amount of runoff through the incorporation of appropriate best management practices.

CITY OF LAUDERDALE LAKES
DEVELOPMENT SERVICES DEPARTMENT
Planning and Zoning

INTEROFFICE MEMORANDUM

TO:	Phil Alleyne, City Manager
PREPARED BY/DATE:	Fernando Leiva, AICP, Assoc. AIA FLeiva Principal Planner/Development Services Manager Date: April 15, 2022
THRU:	Tanya Davis-Hernandez, AICP Development Services Director
APPLICANT/PETITIONER:	City of Lauderdale Lakes
RE:	A RESOLUTION RATIFYING THE ADOPTION OF TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' COMPREHENSIVE PLAN; PROVIDING FOR UPDATES TO THE FUTURE LAND USE AND RECREATION AND OPEN SPACE ELEMENTS, PREVIOUSLY APPROVED AND ADOPTED PURSUANT TO ORDINANCE 2020-007; PROVIDING FOR TRANSMITTAL OF SAID ADOPTED TEXT AMENDMENTS TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Public Process Dates:

Community Input Received at Virtual Engagement, Series of Public Workshops and Public Hearings from 2018 thru 2021
July 15, 2021, Notice of Public Hearing, Sun Sentinel Newspaper
September 24, 2020, Planning and Zoning Board Agenda (4-0 Vote)
October 13, 2020, City Commission Regular Agenda (Approved on First Reading)
November 23, 2021, City Commission Regualr Agenda (Adopted on Second Reading)

RECOMMENDATION

Staff recommends that the City Commission approve the proposed resolution.

THE REQUEST

This is a City initiated request for transmittal of the City's Land Use Plan (Future Land Use Element) to the Broward County Planning Council for recertification. The recertification request is for text only of the Future Land Land Use Element, as amended, attached hereto and incorporated herein as Exhibit A.

BACKGROUND/ANALYSIS

According to Broward County's Administrative Rules Document: BrowardNEXT (Article 2), all local governments within Broward County must submit their adopted land use plans to the Planning Council for certification/recertification following plan submission to the Florida Department of Economic Opportunity for compliance review.

On November 23. 2021, the City Commission of the City of Lauderdale Lakes adopted Ordinance 2020-007, amending the City's Comprehensive Plan (Application# 02-TA-20 and DEO Amendment No. 20-01ESR).

On December 27, 2021, the Florida Department of Economic Opportunity issued a letter of compliance review and determined complete in accordance with the expedited state review process set forth in Section 163.3184(2) and (3), Florida Statutes (See Exhibit C).

It is the City's goal to ensure that our land use plan with goals, objectives and policies for the future is in effect consistent with the Broward County Land Use Plan.

If approved by the City Commission, the adopted City's Land Use Plan will be transmitted to the Planning Council for recertification.

EXHIBITS/ATTACHMENTS:

A. Adopted 2020 Comprehensive Plan's Future Land Use Element
B. Ordinance 2020-007
C. FDEO Letter dated December 27, 2021
D. Resolution 2022 ___

EXHIBIT A

ADOPTED FUTURE LAND USE ELEMENT
2020 COMPREHENSIVE PLAN UPDATE

ORDINANCE 2020-007

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; ADOPTING TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' COMPREHENSIVE PLAN; PROVIDING FOR UPDATES TO THE FUTURE LAND USE AND RECREATION AND OPEN SPACE ELEMENTS; PROVIDING FOR SUBMITTAL OF A COPY HEREOF TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, TO THE BROWARD COUNTY PLANNING COUNCIL AND SUCH OTHER AGENCIES AS SHALL BE REQUIRED TO COMPLY WITH CHAPTER 163.3184(3), FLORIDA STATUTES; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes' ("City") existing Comprehensive Plan ("Plan") was adopted on October 26, 2010 built upon the City's last Evaluation and Appraisal Report amended on July 24, 2007;

WHEREAS, the 2020 update to the Future Land Use ("FLUE") and Recreation and Open Space Elements of the Plan was prepared to specifically reflect the regional direction established in "BrowardNEXT" ("Project") – the 2017 County's renewed land use planning program to meet the challenges of additional population and employment growth by the Year 2040 as well as to address regional priorities and parameters, e.g., transit and mobility, diversity of housing types, enhancement and protection of recreation and open space areas, amongst others;

WHEREAS, it is a goal of City Staff and the City to accommodate the needs of the community, focus on sustainable regional policies and ensure that the City has effective planning tools and policies for the future;

WHEREAS, City Staff conducted extensive public outreach throughout the Project, which included a public outreach meeting on January 23, 2019, distribution of an online and paper-based survey ("Survey"), and distribution of the Survey at the 2019 Spring Festival;

WHEREAS, in accordance with Section 403 of the City's Land Development Regulations, the Comprehensive Plan may be amended consistent with the goals, objectives and policies of the Comprehensive Plan;

WHEREAS, City Staff recommend that the City Commission: 1) approve the proposed ordinance amending the City's Comprehensive Plan, and 2) approve the transmittal of the amendment to the Broward County Planning Council, Florida Department of Economic Opportunity and other state agencies pursuant to Chapter 163, Florida Statutes;

WHEREAS, the Planning and Zoning Board, in its capacity as the Local Planning Agency ("LPA"), held an advertised public meeting on September 24, 2020 on City Staff's Application No. O2-TA-20 ("Application"), proposed amendments to the Future Land Use Element and Recreation and Open Space Element of the City's Comprehensive Plan and recommended approval to the City Commission by an affirmative majority vote 4-0; and

WHEREAS, the City Commission finds this amendment consistent with the City's adopted Comprehensive Plan and is necessary for the preservation of the public health, safety and welfare of the City's residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to Section 403 of the City of Lauderdale Lakes Land Development Regulations, and in compliance with F.S., Sections 163.3184 and 163.3187, as amended, and other applicable provisions of Florida law.

SECTION 3. AMENDMENT: The City's Comprehensive Plan, last adopted pursuant to Ordinance No. 09-16, is hereby amended by amending the text of the Future Land Use Element in accordance with Appendix B of the Application, attached hereto and incorporate herein; and further by amending the text of the Recreation and Open Space Element in accordance with Appendix E of the Application, attached hereto and incorporate herein.

SECTION 4. INSTRUCTION FOR TRANSMITTAL: Following the first public hearing on a proposed plan amendment, City Staff, if appropriate shall transmit the required number of copies of the proposed plan amendment to the required state and county review agencies. If the amendment involves an amendment to the county land use plan then the City may transmit the required number of copies to the state concurrently with the county transmittal.

SECTION 5. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. INCLUSION IN THE CODE OF ORDINANCES: It is the intention of the City Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances in the City of Lauderdale Lakes and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of

which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 8. EFFECTIVE DATE: This Ordinance shall become effective as provided by general law.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 13TH DAY OF OCTOBER, 2020.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE 23RD DAY OF NOVEMBER, 2021.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, MPA, CMC, CITY CLERK

BROWARD COUNTY, FLORIDA
SEAL OF CITY OF LAUDERDALE LAKES
INCORPORATED 1961

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

for Sidney C. Calloway, City Attorney

Sponsored by: Fernando Leiva, AICP, Assoc. AIA; Principal Planner

Ordinance 2020-007

VOTE:

APPROVED

1	Mayor Hazelle Rogers	X (For)	____ (Against)	____ (Other)
2	Vice-Mayor Marilyn Davis	X (For)	____ (Against)	____ (Other)
3	Commissioner Veronica Edwards Phillips	X (For)	____ (Against)	____ (Other)
4	Commissioner Karlene Maxwell-Williams	X (For)	____ (Against)	____ (Other)
5	Commissioner Beverly Williams	X (For)	____ (Against)	____ (Other)

BROWARD COUNTY, FLORIDA
SEAL OF
CITY OF
LAUDERDALE
LAKES
INCORPORATED 1961

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

December 27, 2021

The Honorable Hazelle P. Rogers
Mayor, City of Lauderdale Lakes
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319

Dear Mayor Rogers:

The Department of Economic Opportunity ("Department") has completed its review of the comprehensive plan amendment adopted by the City of Lauderdale Lakes (Amendment No. 20-01ESR) and Ordinance No. 2020-007 on November 23, 2021. We have reviewed the amendment in accordance with the expedited state review process set forth in Section 163.3184(2) and (3), Florida Statutes, and identified no provision that necessitates a challenge of the Ordinance adopting the amendment.

If the plan amendment is not challenged by an affected person, the amendment will become effective 31 days after the Department notified the local government that the plan amendment package was complete. If the plan amendment is challenged by an affected person, the amendment will not become effective until the Department or the Administration Commission enters a final order determining the amendment to be "In Compliance."

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850) 717-8490 or by email at matt.preston@deo.myflorida.com.

Sincerely,

Kelly Corvin

Kelly D. Corvin, Regional Planning Administrator
Bureau of Community Planning and Growth

KDC/mp

cc: Fernando Leiva, AICP, Development Services Manager, City of Lauderdale Lakes
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: No

Title

RESOLUTION 2022-046 AUTHORIZING PURCHASE OF AN UPGRADED TELEPHONE SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS, FROM RINGCENTRAL, INC., IN AN AMOUNT OF SIXTY THOUSAND DOLLARS ($60,000.00) ALSO AUTHORIZING THE ANNUAL COST OF THE LICENSES AND SERVICES IN AN AMOUNT OF $24,058.80

Summary

This resolution authorizes the purchase of an Upgrade Telephone System in accordance with the terms and condition of The Interlocal Purchasing System (TIPS) Cooperative Program Contract 210303, Telephone and Communications Data Systems and Solutions, from RingCentral, Inc., in an amount of $60,000.

Staff Recommendation

Background:

The City's current telephone system is approximately 18 years old. Repair and maintenance of the current system and hardware has become increasingly challenging due its age. The current telephone system is no longer supported by the manufacture Samsung and there are few components available if replacements are needed. We have currently experienced one failure in the last 6 months. City staff recommends replacing the telephone system with an innovative solution that is reliable, secure, scalable, and designed to meet the needs of the growing City.

The Contractor, RingCentral, Inc., provided an estimate to purchase licenses required by the City and State of Florida ($24,058.80), one-time purchase of hardware ($19,776.00), one-time provide system integration and training ($13,840), and contingency of $2,325.20 for a total of $60,000.

In addition, there is an annual fee of $24,058 with an agreement of 60 months.

	Initial Year	**Year 2-5**
Licenses, State Fee, services (Annually)	$24,058.00	$96,232.00
One-time fee for Hardware	$19,776.00	$0.00
One-time for system integration and training	$13,840.00	$0.00
Contingency	$2,325.20	$0.00
	$60,000.00	**$96,232.00**

City staff is requesting to utilize this contract in accordance with the City's Procurement Code, Section 82-358(d), which allows cooperative purchasing. The contract was awarded by The Interlocal Purchasing Cooperative Program utilizing a competitive selection process to award this contract for the period of May 31, 2021 through May 31, 2024, which has additional options to renew.

Funding Source:

General Fund, 0010700-3410-Tech

Fiscal Impact:

This request was appropriated in the Fiscal Year 2022 Budget in the amount of $70,000. The financial impact associated with the purchase of the telephone system is $60,000 for the first year, a savings of $10,000. The subsequent fiscal year amount is anticipated at $24,058.80; however, subject to the appropriation of that

year's budget.

Sponsor Name/Department: Asheley A. Hepburn, MPA – Director, Financial Services Department

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
🗋	Resolution 2022-046 Purchase Authorization for RingCentral, Inc.	Resolution
🗋	Exhibit A - Contract - RingCentral, Inc.	Exhibit
🗋	RingCentral, Inc. Price Estimate	Backup Material

RESOLUTION 2022-046

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE PURCHASE OF AN UPGRADED TELEPHONE AND COMMUNICATIONS SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEMS (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS ("CONTRACT"), FROM RINGCENTRAL, INC., PURSUANT TO ARTICLE XIII, SECTION 82-358(d) OF THE LAUDERDALE LAKES PROCUREMENT (COOPERATIVE PURCHASING), IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS FOR HARDWARE, SYSTEM IMPLEMENTATION, AND CONTINGENCY; FURTHER AUTHORIZING PAYMENT OF THE ANNUAL COST OF THE LICENSES AND SERVICES IN AN AMOUNT OF TWENTY-FOUR THOUSAND FIFTY-EIGHT AND 80/100 ($24,058.80) DOLLARS, A COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT "A"**, AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") has a telephone system that is approximately eighteen (18) years old. The current telephone system is no longer supported by the manufacturer, Samsung, and there are few components available if replacements are needed, thus causing repair and maintenance of the current system and hardware to become increasingly challenging;

WHEREAS, City Staff recommends replacing the telephone system with an innovative solution that is reliable, secure, scalable, and designed to meet the needs of the growing city;

WHEREAS, RingCentral, Inc., provided an estimate to purchase licenses required by the City and State of Florida at an annual cost for the license of Twenty-Four Thousand Fifty-Eight and 80/100 ($24,058.80) Dollars. The initial outlay requires the payment of the annual license fee plus a one-time purchase of hardware in the amount of Nineteen Thousand Seven Hundred Seventy-Six and No/100 ($19,776.00) Dollars, a one-time cost for system integration

and training in the amount of Thirteen Thousand Eight Hundred Forty and No/100 ($13,840.00) Dollars, and a contingency in the amount of Two Thousand Three Hundred Twenty-Five and 20/100 ($2,325.20) Dollars for a total initial outlay of Sixty Thousand and No/100 ($60,000.00) Dollars;

WHEREAS, the contract was awarded by The Interlocal Purchasing Cooperative Program, utilizing a competitive selection process to award Contract No. 210303 for the period of May 31, 2021 through May 31, 2024, which has additional options to renew. City Staff is requesting to utilize this contract in accordance with the City's Procurement Code, Section 82-358(d), which allows for cooperative purchasing;

WHEREAS, the City's Director of Financial Services has deemed it to be in the best interests of the City, given the time, expense and marketplace factors make it financially advantageous for the City to utilize the Contract in accordance with the Lauderdale Lakes Procurement Code, Section 82-358(d), which provides for cooperative purchasing, in an amount not to exceed Sixty Thousand and No/100 ($60,000.00) Dollars. Thereafter, the contract will continue for the remainder of the term at an annual cost for the license of Twenty-Four Thousand Fifty-Eight and 80/100 ($24,058.80). A copy of the Contract is attached hereto as **Exhibit "A"**; and

WHEREAS, City Staff has determined that adequate funds are available in the General Fund, 0010700-3410-Tech, for the fiscal year, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission, in accordance with Article XIII, Section 82-358(d), hereby authorizes the City Manager to execute that certain cooperative purchasing agreement between the City of Lauderdale Lakes and RingCentral, Inc. in accordance with the terms and conditions of The Interlocal Purchasing Cooperative Program Contract No. 210303, a copy of which is attached hereto as **Exhibit "A"**.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City Manager, is hereby authorized to obtain three (3) fully executed copies of the subject agreement, with one (1) to be maintained by the City, with one (1) to be delivered to RingCentral, Inc., and with one (1) to be directed to the Office of City Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MPA, Director, Financial Services and Ron Desbrunes, Director, Public Works

VOTE:

Mayor Hazelle Rogers	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Marilyn Davis	____ (For) ____ (Against) ____ (Other)
Commissioner Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Beverly Williams	____ (For) ____ (Against) ____ (Other)

TIPS VENDOR AGREEMENT INSTRUCTIONS

If you have not taken exception or deviation to the agreement language in the solicitation attributes, please insert your company name on the first page below. This PDF document is a fillable form. Download the document to your computer, fill in your company name at the top of Page 1, save the file, and upload to the AGREEMENT section of the "Response Attachments" tab. Next, download the AGREEMENT SIGNATURE FORM from the "Attachment" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab, because this is a required document.

End of instructions

TIPS VENDOR AGREEMENT

Between_____RingCentral, Inc._____and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210303 Telephone and Communications Data Systems and Solutions

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. Vendor's RingCentral Master Services Agreement (MSA) is attached to and incorporated into this Vendor Agreement, and the terms and conditions contained in the MSA shall apply to this Agreement except as may be expressly changed or modified by this Agreement. The MSA provides the basis for terms and conditions governing the purchase of services and related products by TIPS Members from Vendor under the contract award resulting from RFP 210303 Telephone and Communications Data Systems and Solutions. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS provided, however, that Vendor may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024*.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor
Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the

participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made.

This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working

days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

MASTER SERVICES AGREEMENT

Re: TIPS Contract 210303 Telephone and Communications Data Systems and Solutions

This Master Services Agreement is effective as of the date of last signature ("Effective Date") on the Order Form and made between:

RingCentral, Inc. ("RingCentral")	**TIPS Member ("Customer") set out on the Order Form**
Address:	Address:
20 Davis Drive Belmont, CA 94002	Per Customer's address on the Order Form

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

1. The Master Services Agreement ("Agreement") consists of the terms and conditions contained herein, any Service Attachments applicable to Customer's Services and any other Attachments agreed by the Parties when set out in the "Special Terms and Notes" section of the Order Form, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions
Attachment A – RingCentral Office Services
Attachment B – RingCentral Contact Center Services
Attachment C – Professional Services Agreement
Attachment D – Engage Voice Services
Attachment E – Engage Digital Services
Attachment F – Service Level Agreement for Office Services
Attachment G – Service Level Agreement for Contact Center Services
Attachment H – Service Level Agreement for Engage Digital Services
Attachment I – Service Level Agreement for Engage Voice Services
Attachment J – Service Level Agreement for Engage Support Services
Attachment K – Business Associate Agreement
Attachment L – Security Addendum
Attachment M – Data Processing Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Equipment. Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
(i) Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html, and
(ii) Rental: https://www.ringcentral.com/legal/lease-rental.html

C. Term of this Agreement. The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form ("Initial Term"). Prior to the expiration of the Initial Term or thereafter any Renewal Term, any renewal of Services shall only be valid and enforceable when RingCentral receives written confirmation by Customer's purchase order or an agreement signed by the Customer no less than forty-five (45) days prior to such expiration of any renewal period (each such occurrence a "Renewal Term"). Customer acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the Customer's loss of telecommunication Services resulting from a disruption of Service because of Customer's failure to timely renew Services as set out in this Section 2.D. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services

3. Invoicing and Payment

A. Prices and Charges. All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless

otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal

B. Invoicing and Payment. Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes. All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

D. Billing Disputes. If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. General Terms. RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. Customer Care

i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.

ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

C. Professional Services. RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. Subcontracting. RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

A. Service Requirements. The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power as set forth in RingCentral's Technical Sufficiency Criteria, available at https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html . RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. Use Policies. Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to the other Party.

i. Acceptable Use Policy. The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html . Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.

ii. Emergency Services. RingCentral's policy governing the provision of emergency services accessed via the Services is available at https://www.ringcentral.com/legal/emergency-services.html at.

iii. Numbering Policy. The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at https://www.ringcentral.com/legal/policies/numbering-policy.html .

6. Termination

A. Termination for Cause. Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. Effect of Termination. If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

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

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

B. IP Rights

i. RingCentral's Rights. Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii. Customer Rights. As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

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

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party. During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this

Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

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

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

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

9. Data Protection

A. Data Privacy. RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with: RingCentral's Data Processing Addendum, available at https://www.ringcentral.com/legal/dpa.html , incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security. RingCentral will take commercially reasonable precautions, including, without limitation, technical (*e.g.,* firewalls and data encryption),organizational, administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes. RingCentral may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA ;(3)LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps. EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (LIABILITY CAPS) WILL NOT APPLY TO:

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

11. Indemnification

A. Indemnification by RingCentral

i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "**Third Party Claim**") to the extent such Third Party Claim arises out of or alleges that:
   a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.

ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.

iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither

alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "Discontinued Component"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. To the extent permitted by the laws and the constitution of the jurisdiction of ESC Region 8, TIPS, or the TIPS Member Customer, ESC Region 8, TIPS, or the TIPS Member Customer, as the case may be, shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

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

12. Warranties

A. RingCentral Warranty. RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.

B. Customer Warranty. Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year Customer further warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).

C. Disclaimer of Warranties. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.**

13. Dispute Resolution

A. Governing Law. Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the Customer's state shown in the Customer's address on the Order Form, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

B. Good Faith Attempt to Settle Disputes. In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.

C. Equitable Relief. Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which such Party may be entitled under applicable Law.

14. Miscellaneous

A. Relationship of the Parties. RingCentral and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. Assignment. Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. Notices. Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

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

D. Force Majeure. Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. Third-Party Beneficiaries. RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

F. Headings, Interpretation. The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

G. Anti-Bribery. Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar applicable Laws.

H. Export Control. Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

I. Regulatory and Legal Changes. In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

J. Entire Agreement. The TIPS Vendor Agreement for TIPS Contract 210303 Telephone and Communications Data Systems and Solutions ("TIPS Vendor Agreement") and this Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

K. Order of Precedence. In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the TIPS Vendor Agreement; (ii) the applicable Order Form; (iii) the applicable Attachment; (iv) the main body of this Agreement; (v) Use Policies incorporated by reference in this Agreement; and (vi) and any other document expressly referred to in this Agreement which governs the Services.

L. Amendments. Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

M. Severability and Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

N. Publicity. Subject to Customer's prior written approval, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

O. Execution. Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

P. Counterparts. This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

Q. Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

EXHIBIT A

DEFINITIONS

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

i. "**Account**" means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.

ii. "**Account Administrator**" means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.

iii. "**Account Data**" means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.

iv. "**Administrative Fees**" means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.

v. "**Administrative Portal**" means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.

vi. "**Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.

vii. "**Attachment (s**)" means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.

viii. "**Confidential Information**" means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.

ix. "Customer Care" means Customer support operations delivered by RingCentral and/or its subcontractors.

x. "**Customer Content**" means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.

xi. "**Digital Line**" means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

xii. "**Disclosing Party**" means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.

xiii. "**Electronic Signatures**" means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

xiv. "**End Point**" means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

xv. "**End User**" means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.

xvi. "**Helpdesk Support**" shall mean the performance of the following tasks:

- Standard feature/functionality ("how to") support for End Users (i.e. call forwarding, voice mail set-up, etc.);
- Standard management of the Admin Interface within the product; and
- Support all moves, adds, changes and deletes of employees.

xvii. "**Indemnifiable Amounts**" means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party's or its Affiliates' attorneys' fees and related expenses.

xviii. "**Indemnifying Party**" and "Indemnified Party" have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).

xix. "**Initial Term**" has the meaning set forth in Section 2(E) (Services Term).

xx. "**Intellectual Property Rights**" or "IP Rights" means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

xxi. "**Law**" means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.

xxii. "**Order Form(s)**" means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.

xxiii. "**Receiving Party**" means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.

xxiv. "**Renewal Term**" has the meaning set forth in Section 2(E) (Services Term).

xxv. "**RingCentral Network**" means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.

xxvi. "**Service(s)**" means all services provided under this Agreement and set forth in one or more Order Form(s).

xxvii. "**Start Date**" means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.

xxviii. "**Taxes**" means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.

xxix. "**Term**" means the Initial Term plus any Renewal Terms.

xxx. "**Third Party Claim**" has the meaning set forth in Section 11(A) (Indemnification by RingCentral).

xxxi. "**Use Policy**" refers to any of the policies identified in Section 5(B) (Use Policies).

SERVICE ATTACHMENT

SERVICE ATTACHMENT – RINGCENTRAL OFFICE SERVICES

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

1. Service Overview

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

RingCentral Office includes

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

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

2. Office Purchase Plans

A. Tiers of Service. RingCentral Office is made available in several pricing tiers, which are described more fully at https://www.ringcentral.com/office/plansandpricing.html . While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

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

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

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

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

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

4. Directory Listing Service

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

i. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

ii. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. **RingCentral Global Office.** RingCentral Global Office provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at http://www.ringcentral.com/legal/policies/global-office-countries.html . This section sets forth additional terms and conditions concerning RingCentral's Global Office for customers that subscribe to it.

A. Emergency Service Limitations for Global Office. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at https://www.ringcentral.com/legal/emergency-services.html . Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global Office Provided Only in Connection with Home Country Service. RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Relationships with Local Providers. In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral, is responsible for all contracting, billing, and customer care related to those services.

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

A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

C. "Extension-to-Extension Calls" means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.

D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

"**Home Country**" means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

SERVICE ATTACHMENT

SERVICE ATTACHMENT – RINGCENTRAL CONTACT CENTER SERVICES

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral Contact Center Services as described under the applicable Order Form.
In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

"**RingCentral Contact Center Services**" is a contact center solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing During the Ramp-Up Period.

During the Ramp-Up Period, You shall be billed for the Usage and for the Contact Center Services based on the number of Seats and/or applicable licenses as they are actually activated on Your account. Notwithstanding the above, You shall not be billed for any Usage or Contact Center Services for Seats and/or applicable licenses activated solely for use by RingCentral or its subcontractors for the configuration and implementation of Your Contact Center Services.

B. Billing After Ramp-Up Period.

Starting at the earlier of (i) the end of the Ramp-Up Period or (ii) when the total number of contracted Seats and/or applicable licenses are activated, and until the end of the Term, You agree to pay for: a) the Contact Center Services fees for at least the number of Seats set forth in the Contact Center Services Order (as amended as permitted below) (a "**CC Contract Seat**") based on the per Seat pricing set forth in the Contact Center Services Order (the "**CC Contract Seat Price**"), as amended from time to time, regardless of the number of Seats being used; b) the fees for the number of licenses set forth in the Contact Center Services Order; any additional fees set forth in the Contact Center Order form; and c) Usage, including overages related to data storage, ports or minutes (e.g. local, long-distance, international, and toll-free) charges, and any other applicable charges.

C. Adding New Contact Center Contract Seats

You may add CC Contract Seats at any time either through a new Contact Center Services Order or a written amendment executed by You and RingCentral. The Contact Center Services fees related to these additional CC Contract Seats will be billed at the per Seat price set forth in the Contact Center Order form. For the avoidance of doubt, You will be required to pay for Contact Center Services fees related to these additional CC Contract Seats until the end of the Term.

D. Adding On-Demand Contact Center Seats

At any time, You may utilize additional Seats with your Contact Center Services on an as-needed basis (each, an "**On-Demand CC Seat**"). You will be billed for any On-Demand CC Seat at the rate of the CC Contract Seat Price plus twenty dollars ($20) per month per Seat (the "**On-Demand CC Price**") until You remove this On-Demand CC Seat from Your Contact Center Services subscription (which You may do at any time in your discretion). Contact Center Services fees for any On-Demand CC Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand CC Seats used within such billing period.

3. Contact Center Services, Settings, and Modifications

The settings and preferences for your Contact Center Services, including without limitation user rights, user skills, and permissions; routing, points of contact, scripts; registration Information; and activation of On-Demand CC Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console ("Account Administrators"). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect the Contact Center Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of Contact Center Services

You acknowledge and agree that all use of the Contact Center Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in Sections 5 and 9. You acknowledge and agree that You are fully responsible and liable for all use of the Contact Center Services, any software or hardware used in conjunction with the Contact Center Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Contact Center Services shall be subject to the following terms:

a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTER SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTER SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**

b. **Customer 911 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Contact Center Services or be present at the physical location where any the Contact Center Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Contact Center Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

5. Custom Storage Election

Customer may elect to include Custom Storage as part of their Contact Center Services, enabling Customer to store media files in their own S3 Bucket instead of the default Cloud Storage Bucket.

Custom Storage is subject to these limitations and conditions:

- These conditions apply at the Business Unit level with no tailored permissions applied to individuals or groups
- All recordings must be played directly on the RingCentral Contact Center platform
- A minimum of one RingCentral Contact Center seat license must be retained at all times to access and play recordings from the S3 Bucket
- Files cannot be played directly from S3 Bucket
- There is no bulk export option for any recordings from S3 Bucket
- There are no custom file naming conventions
- All files are encrypted within the client-provided S3 Bucket
- There is no error checking between RingCentral Contact Center and Amazon S3
- There is no defined timetable for Time to Live (TTL) at this time
- There is no migration of recordings from previous storage solutions to Custom Storage
- Encrypted files cannot be moved to another S3 Bucket
- Changes made to the S3 Bucket will disable the ability to listen to recordings through RingCentral Contact Center platform
- Custom Storage is deployable via template method only, and deviation from the deployed template is not supported. This includes, but is not limited to:
    - Changing security profile and settings
    - Changing any coding to target different Buckets
    - Changing of any file names (this may be redundant)

6. Definitions

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

1. **"Cloud Storage"** means storage of data or call recordings within the RingCentral Contact Center Platform, or a RingCentral Contact Center Internal File Transfer Protocol server. Recordings may then be accessed through the RingCentral Contact Center Platform, and Time to Live may be set up to delete recordings after a certain amount of days.
2. **"Contact Center Materials"** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Contact Center Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Contact Center Services. The Contact Center Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Contact Center Services.
3. "**Contact Center Services Order"** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Contact Center Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
4. **"Custom Storage"** means a public cloud storage resource available through a third-party provider, in which Customer data will be stored in an S3 Bucket.
5. "**Ramp-Up Period**" is, unless stated otherwise for each applicable product or license listed on the Contact Center Services Order Form, the period of sixty (60) days starting on the Start Date set forth in the Contact Center Services Order Form.
6. **"S3 Bucket"** means a series of file folders used to store objects consisting of data and its descriptive metadata.
7. "**Seat**" means a license for a single named person or concurrent users that use the Contact Center Services.
8. "**Subscription Package**" is a set of Contact Center Services features and applications, as further defined in the Contact Center Materials, that could be ordered as a bundle.
9. "**Usage**" means any charges incurred in connection with the use of Your Contact Center Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, ports, and any products listed on the Contact Center Service Order Form.

SERVICE ATTACHMENT

SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the **"PS Agreement"**), such provisions of this PS Agreement will prevail.

1. Service Overview. RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services ("Professional Services") as described and agreed upon in writing between the Parties pursuant to a statement of work ("Statement of Work" or "SOW").

2. Project Phases. The Professional Services may be delivered in one or more phases. The SOW will specify the milestones, objectives, Sites, fees and other components that are included in the scope of each phase ("**Project Phase**"). The Professional Services may also be provided on a time and material basis ("**T&M Services**") paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the Parties and is non-refundable.

3. Customer Sites and Site Visits. In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) ("**Site(s)**"), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate "**Site Visit**". When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.

b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in "RingCentral VoIP Network Requirements and Recommendations" which can found at: https://support.ringcentral.com/s/article/9233?language=en_US

c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.

d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:

i. the first and last name, extension number, and email address for delivery of message notification emails of each End User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Service's bulk configuration utility);

ii. written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and

iii. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

4. Late Site Visit Change.. The Parties acknowledge and agree that Customer's cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a "Late Site Visit Change") will cause RingCentral to incur expenses and losses (including without limitation RingCentral's costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

5. Professional Services Acceptance. Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the Parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following ("**Acceptance**"):

a. Customer executes the PCF.

b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non- conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, Acceptance of the Project Phase will be deemed to have been occurred.

c. Production Use: Unless otherwise agreed in writing between the Parties, production use will constitute Acceptance for all purposes of this PS Agreement.

d. T&M Services. Acceptance for T&M Services, if applicable and used in a SOW, is deemed to have occurred upon performance.

6. Payment

a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.

b. Invoicing and Payment of Professional Services fees. Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.

c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.

d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:

   i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at the then-current T&M Services hourly rate.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Enterprise Support

As part of the Professional Services provided, Customer may purchase Enterprise Support services from RingCentral for use with the Services. The terms and conditions that govern the Enterprise Support can be found at: https://www.ringcentral.com/legal/enterprise-service-attachment.html.

9. Term and Termination

a. **Term**. This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.

b. **Termination**. Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.

c. **Effect of Termination**. In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:

   i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
   ii. all applicable Service Expenses incurred
   iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.

d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

SERVICE ATTACHMENT

SERVICE ATTACHMENT – RINGCENTRAL ENGAGE VOICE SERVICES

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

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

"**RingCentral Engage Voice Services**" is a contact center solution consisting of inbound and outbound voice media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing During the Ramp-Up Period.

During the Ramp-Up Period, You shall be billed for the Usage, and any feature add-ons or charges requested by Customer beyond those set forth in the Engage Voice Order Form. During the Ramp-Up Period, Customer's Engage Voice Services will be limited to five (5) concurrent EV Contract Seats.

B. Billing After Ramp-Up Period.

Starting at the earlier of (i) the end of the Ramp-Up Period or (ii) when the total number of contracted Seats are activated, and until the end of the Term, You agree to pay for: a) the Engage Voice Services fees for at least the number of Seats set forth in the Engage Voice Services Order (as amended as permitted below) (a "**EV Contract Seat**") based on the per Seat pricing set forth in the Engage Voice Services Order (the "**EV Contract Seat Price**"), as amended from time to time, regardless of the number of Seats being used; b) any Usage (per minute) fees; and c) any additional fees set forth in the Engage Voice Order Form.

C. Adding New Engage Voice Contract Seats

You may add EV Contract Seats at any time either through a new Engage Voice Services Order or a written amendment executed by You and RingCentral. The Engage Voice Services fees related to these additional EV Contract Seats will be billed at the per Seat price set forth in the Engage Voice Order form. For the avoidance of doubt, You will be required to pay for Engage Voice Services fees related to these additional EV Contract Seats until the end of the Term.

D. Adding On-Demand Engage Voice Seats

At any time, You may utilize additional Seats with your Engage Voice Services on an as-needed basis (each, an "**On-Demand EV Seat**"). You will be billed for any Engage Voice Services at the rate of the EV Contract Seat Price plus twenty dollars ($20) per month per Seat (the "**On-Demand EV Price**") until You remove this On-Demand EV Seat from Your Engage Voice Services subscription (which You may do at any time in your discretion). Engage Voice Services fees for any On-Demand EV Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand EV Seats used within such billing period. Fees for other Engage Voice Service licenses may be billed at the price set forth in the Engage Voice Order Form.

3. Engage Voice Services, Settings, and Modifications

A RingCentral Office account is required to use the Engage Voice Services. The settings and preferences for your Engage Voice Services, including without limitation user rights, user skills, and permissions; routing, scripts; registration Information; and activation of On-Demand EV Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console ("Account Administrators"). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect Engage Voice Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of Engage Voice Services

You acknowledge and agree that all use of the Engage Voice Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies. You acknowledge and agree that You are fully responsible and liable for all use of the Engage Voice Services, any software or hardware used in conjunction with the Engage Voice Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Engage Voice Services shall be subject to the following terms:

a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE ENGAGE VOICE SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE ENGAGE VOICE SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**

b. **Customer 911 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Engage Voice Services or be present at the physical location where any the Engage Voice Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Engage Voice Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

c. **Cardholder Data.** You acknowledge and agree that when using Engage Voice Services, You will not record Cardholder Data ("CHD") as that term is defined by the PCI Data Security Standard. If You are required to receive CHD using the Engage Voice Services, You will pause any recordings or otherwise ensure that no CHD is being recorded or saved.

5. Compliance and Regulations

You disclaim and deny any reliance on any marketing materials relating to the Engage Voice Services with regard to Telephone Consumer Protection Act ("TCPA") compliance and/or the Telemarketing Sales Rule. Any statements regarding the TCPA or other legal compliance are opinion only, and You are ultimately responsible for making your own determinations regarding the requirements of the TCPA and its applicability to the Engage Voice Services.

RingCentral shall not redesign or otherwise modify its Safe Dial product, including any relevant hardware or software, in a manner that would give it the capacity to dial randomly or sequentially generated numbers, function as a predictive dialer or dial numbers in any manner that does not require human intervention for each call.

6. Definitions

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

1. "**Engage Voice Materials**" means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Engage Voice Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Engage Voice Services. The Engage Voice Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Engage Voice Services.
2. "**Engage Voice Services Order**" is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Engage Voice Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
3. "**Ramp-Up Period**" is the period of sixty (60) days starting on the Start Date set forth in the Engage Voice Services Order Form.
4. "**Seat**" means either: i) a named license based on the named persons that use the Engage Voice Services, or ii) a concurrent license based on the number of persons simultaneously using the Engage Voice Services.
5. "**Subscription Package**" is a set of Engage Voice Services features and applications, as further defined in the Engage Voice Materials, that could be ordered as a bundle.
6. "**Usage**" means any charges incurred in connection with the use of Your Engage Voice Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, and any products listed on the Engage Voice Service Order Form.

SERVICE ATTACHMENT

SERVICE ATTACHMENT – RINGCENTRAL ENGAGE DIGITAL SERVICES

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Engage Digital Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail. Capitalized terms that are not defined herein have the definition provided in the Master Services Agreement.

1. Service Overview

RingCentral's **"Engage Digital Services**" is a cloud-based omnichannel communications platform that receives, routes, replies and displays inbound and outbound messages from digital channels and is comprised of the following components: a customer interaction management platform that unifies all customer-facing communication channels (including communities, email, SMS, website, mobile app, chat and social media communications) using a process workflow, archives questions and answers, forwards questions manually or automatically to the right groups of experts, and supervises a team's work through statistics.

2. Billing and Payment

A. Billing During the Ramp-Up Period.

During the Ramp-Up Period, You shall be billed for the Usage, and any feature add-ons or charges requested by Customer beyond those set forth in the Engage Digital Order Form.

B. **Billing After Ramp-Up Period.**

Starting upon the later of (a) when Seats are activated and admin access has been delivered to You, or (b) the Start Date in the ED Order Form, and until the end of the Term, You agree to pay for: i) Engage Digital Services fees for at least the number of Seats set forth in the ED Order Form (as amended as permitted below) (an "**ED Contract Seat**") based on the per-seat pricing set forth in the ED Order Form (an "**ED Contract Seat Price**"), as amended from time to time, regardless of the number of Seats being used; and ii) any additional fees set forth in the ED Order Form, including fees for newly added ED Contract Seats as set forth below. If a "Ramp-Up Period" is defined in the ED Order Form and applies to the Engage Digital Services You ordered, You will not be billed for any Usage during the Ramp-Up Period.

C. Adding New Engage Digital Contract Seats

You may add ED Contract Seats at any time either through a new ED Order Form or a written amendment executed by You and RingCentral. The Engage Digital Services fees related to these additional ED Contract Seats will be billed at the per Seat price set forth in the ED Order form. For the avoidance of doubt, You will be required to pay for Engage Digital Services fees related to these additional ED Contract Seats until the end of the Term.

D. Adding On-Demand Engage Digital Seats

At any time, You may utilize additional Seats with your Engage Digital Services on an as-needed basis (each, an "**On-Demand ED Seat**"). You will be billed for the On-Demand ED Seat at the rate of the ED Contract Seat Price plus twenty dollars ($20) per month per Seat (the "**On-Demand ED Price**") until You remove this On-Demand ED Seat from Your Engage Digital Services subscription (which You may do at any time in your discretion). Engage Digital Services fees for any On-

Demand ED Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand ED Seats used within such billing period. Fees for other Engage Digital Service licenses may be billed at the price set forth in the ED Order Form.

3. Engage Digital Services, Settings, and Modifications

The settings and preferences for your Engage Digital Services, including without limitation, user rights, user skills, and permissions; routing, points of contact, scripts; registration information; and activation of On-Demand ED Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console ("Account Administrators"). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect Engage Digital Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of Engage Digital Services

You acknowledge and agree that all use of the Engage Digital Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in the Agreement. You acknowledge and agree that You are fully responsible and liable for all use of the Engage Digital Services, any software used in conjunction with the Engage Digital Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Engage Digital Services shall be subject to the following terms:

E. Use of the Software Service

The use of the Engage Digital Services is strictly limited to the following: (i) to access, read and reply to incoming messages; (ii) to supervise, analyze and use incoming messages; and (iii) to collect, manage and process the Customer Content.

Access and Codes

Customer's End Users will be provided with personal access codes (username and password) and must keep those codes strictly confidential. Those End Users are responsible for protecting their access codes and undertake not to disclose them to any person. If a Customer End User becomes aware of a breach of confidentiality (accidental disclosure (loss, theft etc.) or deliberate disclosure), the Customer shall immediately email RingCentral at security.paris@ringcentral.com. If that breach of confidentiality leads to a personal data breach, Customer shall inform RingCentral without undue delay after becoming aware thereof. Whenever a Customer End User is authenticated using Secure Access and a password, the holder of the Secure Access used will be irrefutably presumed to have carried out the transactions performed using that Secure Access.

Restrictions On Use

The Customer and Customer's End Users may not use the Engage Digital Services to:

i. store or transfer unlawful or fraudulent data or data infringing third-party rights;
ii. store or transfer viruses or malware;
iii. harm the integrity or performance of the data or the Engage Digital Services;
iv. attempt to breach the restricted access policy;
v. circumvent a contractual restriction on use;
vi. copy all or part of the Engage Digital Services, including functionalities and interfaces;
vii. copy documentation for an unauthorised use;
viii. encapsulate or reproduce all or part of the Engage Digital Services unless formally authorized by RingCentral;
ix. access or use the Engage Digital Services in an attempt to develop a competing product; or
x. attempt to reverse engineer the Engage Digital Services.

5. Disclaimer of Warranties

The Services is provided "as is" and that the RingCentral does not warrant any of the following, in any circumstances whatsoever: (i) that the Engage Digital Services is suitable for a specific need or the Customer's business operations; (ii) that the Engage Digital Services is able to perform the tasks or reach the targets or results set by the Customer; (iii) that there are no flaws in the Engage Digital Services; (iv) that the Engage Digital Services will be accessible without interruption; (v) that the data generated from the Connected Third-Party Services will be collected in a timely manner or that it will be complete; (vi) compliance with any legislation other than the legislation expressly stated; (vii) the existence, accuracy, quality, integrity, lawfulness, ownership or truthfulness of the data generated from the Connected Third-Party Services.

6. Suspension of Service

The RingCentral reserves the right to suspend access to the Engage Digital Services in the following cases: (i) non-compliance with these terms of use; (ii) if the Customer uses the Engage Digital Services in a manner that breaches the law (or if such a breach is imminent); (iii) if it triggers a spike of unusual traffic leading RingCentral to believe that the traffic is fraudulent or having a serious impact on the performance of the Engage Digital Services; (iv) if it is the target of a law prohibiting it from using the Engage Digital Services; or (v) if it fails to comply with the various orders to pay sent following a payment default. The provision of and access to the Service for such a Customer will resume as soon as the above-mentioned breach triggering the suspension of the Service has been cured.

7. Definitions

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

1. **"Connected Third-Party Service"** means the community, social media or messaging platforms or any other independent communication service, from which data is collected by the Engage Digital Services.
2. "**ED Order Form**" is an order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Engage Digital Services, including any additional products, services and functionality purchased by the Customer.
3. "**Ramp-Up Period**" is the period of sixty (60) days starting on the Start Date set forth in the Engage Digital Services Order Form.
4. "**Seat**" means either: i) a named license based on the named persons that use the Engage Digital Services, or ii) a concurrent license based on the number of persons simultaneously using the Engage Digital Services.
5. **"Secure Access"** means a personal username/password combination granting access to an Administrator Account or an End User Account.
6. "**Usage**" means any charges incurred in connection with the use of Your ED Services, including the charges and products listed on the ED Order Form.

ATTACHMENT

SERVICE LEVEL AGREEMENT FOR RINGCENTRAL OFFICE SERVICES

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

1. Overview

RingCentral will maintain the following performance levels:

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

2. Minimum Eligibility

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

3. Service Delivery Commitments

a. Calculation of Service Availability for Voice Services

Service Availability = [1 – ((number of minutes of Down Time x number of Impacted Users) / (total number users x total number of minutes in a calendar month))] x 100

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

b. Calculation of Service Credits

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

b.1 Accelerated Service Credit Table

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

c. No Cumulative Credits

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

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

d. Qualifying for Service Credits.

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

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

4. Quality of Service Commitments

a. Quality of Service Targets. RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.

b. Quality of Service Report: Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.

c. Diagnostic Investigation: If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.

d. Diagnostic Remediation. Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

a. **Service Availability**: Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Servicesduring any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.

b. **Quality of Service**: Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.

c. To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

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

7. Definitions

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

a) "**Down Time**" is an unscheduled period during which the Voice Services for RingCentral Office on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.

b) **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.

c) "**MOS**" means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.

d) "**MRC**" means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.

e) **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.

f) "**RingCentral Network**" means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).

g) "**Service Availability**" is the time for which Voice Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.

h) "**Service Credits**" means the amount that RingCentral will credit a Customer's account pursuant to this Office SLA.

i) "**Site**" means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.

j) "**Support Case**" means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.

k) "**Territory**" means those countries in which Customers subscribes to RingCentral Office or Global Office Services.

l) "**User-Equivalency**" means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.

m) "**Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT

SERVICE LEVEL AGREEMENT FOR CONTACT CENTER SERVICES

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

1. Overview

RingCentral will maintain the Quality of Service for Contact Center Services at the performance levels as defined below:

	Core Services	Predictive Dialing	Workforce Optimization
Service Availability (Monthly Calculation)	99.999%	99.900%	99.500%
Maximum Credit	15% of MRC	20% of MRC	20% of MRC

2. Minimum Eligibility

Customer is entitled to the benefits of this Contact Center SLA only to the extent that Customer maintains a minimum of ten (10) Contact Center Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Contact Center SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability.

Service Availability = [1 – ((number of minutes of Down Time x number of impacted users) / (total number users x total number of minutes in a calendar month))] x 100

Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

b. Calculation of Service Credits.

i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).

ii. Customer is entitled to Core Services Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.990%	0% MRC
≥ 99.950% and ≤ 99.989%	5% MRC
≥ 99.900% and ≤ 99.949%	10% MRC
< 99.899%	15% MRC

iii. Customer is entitled to Predictive Dialing Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.900%	0% MRC
≥ 99.000% and ≤ 99.899%	5% MRC
< 98.999%	20% MRC

iv. Customer is entitled to Workforce Optimization Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.500%	0% MRC
≥ 99.000% and ≤ 99.499%	5% MRC
< 98.999%	20% MRC

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

i. Service Availability falls below the percentage for each relevant Contact Center Service as illustrated in the tables (above) under Calculation of Service Credits.

ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period;

iii. Customer must submit a written request for Service Credits to Customer Care within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and

v. Customer is not in material breach of the Agreement, including its payments obligations.

d. Finality of Decisions. Credits may be issued in RingCentral's sole reasonable discretion, and will expire at the expiration or termination of the Agreement.

4. Chronic Service Failures

a. Service Availability: Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees if customer accrues Maximum Service Credits for Down Time for Contact Center Core Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.

b. To exercise its termination right under this Contact Center SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

5. Sole Remedy

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

6. Definitions

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

a) "**Automatic Call Distributor**" or "**ACD**" means a module that uses skills-based routing to route incoming calls, emails, chats, and other interactions to the best available agent.

b) "**Contact Center Services**" include Core Services, Predictive Dialing Services, and Workforce Optimization.

c) "**Core Services**" includes the following services:
   (i) place or receive a domestic or international voice phone call over a Virtual Extension;
   (ii) receive a call from an 8YY service on a Virtual Extension; and
   (iii) contact routing services for ACD, IVR or outbound call campaigns,
   (iv) client-side user interface and computer telephony interface APIs in order to receive or place a call, and
   (v) all real-time communication channels to receive and send communications to customers through non-voice communication channels such as SMS and chat, if available and applicable.

d) "**Down Time**" is an unscheduled period during which the Contact Center Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement.

e) "**Interactive Voice Response**" or "**IVR**" means a module that allows customers to script automated voice interactions, accessing third party services and databases when needed to service the customer.

f) "**MRC**" means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Contact Center Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Contact Center Services.

g) "**Predictive Dialing Services**" includes the following features:
   (i) Personal Connection™ Outbound Solution
   (ii) Supplier Dialer,
   (iii) Campaign Manager,
   (iv) Agent Dialer, and
   (v) Reporter.

h) "**RingCentral Network**" means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN). The RingCentral Network includes the facilities of underlying provider of the Contact Center Services subcontracted by RingCentral.

i) "**Service Availability**" is the time for which Contact Center Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.

j) "**Service Credits**" means the amount that RingCentral will credit a Customer's account pursuant to this Contact Center SLA.

k) "**Support Case**" means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.

l) "**Workforce Optimization**" includes the following features:
   (i) Supplier Workforce Manager,
   (ii) Supplier Quality Management,
   (iii) Supplier Performance Management,
   (iv) Supplier Speech and Text Analytics.

m) **"Virtual Extension"** refers to the access provided to the audio portion of the Contact Center Services, which allows the user for a Seat to place and receive calls.

ATTACHMENT

SERVICE LEVEL AGREEMENT FOR ENGAGE DIGITAL SERVICES

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

1. Overview

RingCentral will maintain the Quality of Service for Engage Digital Services at the performance levels as defined below:

	Engage Digital Core Services
Service Availability (Monthly Calculation)	99.9%
Maximum Credit	15% of MRC

2. **Minimum Eligibility.** Customer is entitled to the benefits of this Engage Digital SLA only to the extent that Customer maintains a minimum of ten (10) Engage Digital Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Engage Digital SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability.

Service Availability = [1 – ((number of minutes of Down Time x number of impacted users) / (total number users x total number of minutes in a calendar month))] x 100

Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

b. Calculation of Service Credits.

i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).

ii. Customer is entitled to Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.99%	0% MRC
≥ 99.95 and < 99.99%	5% MRC
≥99.90% and < 99.95%	10% MRC
< 99.90%	15% MRC

c. **Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:

i. Service Availability falls below the percentage for as illustrated in the table (above) under Calculation of Service Credits.

ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period;

iii. Customer must submit a written request for Service Credits to Customer Care within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and

v. Customer is not in material breach of the Agreement, including its payments obligations.

d. **Finality of Decisions.** Service Credits may be issued in RingCentral's sole reasonable discretion, and will expire at the expiration or termination of the Agreement.

4. **Sole Remedy.** The remedies available pursuant to this Engage Digital SLA (e.g. the issuance of Service Credits) shall be Customer's sole remedy for any failure to meet committed service levels under this Agreement.

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

a) "**Engage Digital Services**" is a cloud-based omnichannel communications platform that receives, routes, replies and displays inbound and outbound messages from digital channels. Digital channels include native channels provided by RingCentral as well as third party channels. For the avoidance of doubt, third party digital channels are not included within the RingCentral Network and as a result are not subject to this SLA.

b) "**Down Time**" is an unscheduled period during which the Engage Digital Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement.

c) "**MRC**" means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Engage Digital Services for the relevant month. If Customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Engage Digital Services.

d) "**RingCentral Network**" means the RingCentral owned facilities used in providing access to the Services. The RingCentral Network does not include the public Internet, the PSTN, any third-party service or integration, or changes to API's of third-party services.

e) "**Service Availability**" is the time for which Engage Digital Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as described above.

f) "**Service Credits**" means the amount that RingCentral will credit a Customer's account pursuant to this Engage Digital SLA.

g) "**Support Case**" means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.

ATTACHMENT

SERVICE LEVEL AGREEMENT FOR ENGAGE VOICE SERVICES

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

1. Overview

RingCentral will maintain the Quality of Service for the Engage Voice Core Services at the performance levels as defined below:

	Core Services
Service Availability (Monthly Calculation)	99.99%
Maximum Credit	15% of MRC

2. **Minimum Eligibility.** Customer is entitled to the benefits of this Engage Voice SLA only to the extent that Customer maintains a minimum of ten (10) Engage Voice Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Engage Voice SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. **Service Delivery Commitments**
   a. **Calculation of Service Availability.**

      Service Availability = [1 – ((number of minutes of Down Time x number of impacted users) / (total number users x total number of minutes in a calendar month))] x 100

      Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

   b. **Calculation of Service Credits.**

      i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).

      ii. Customer is entitled to Service Credits for the Engage Voice Core Services according to the following table:

Service Availability	**Service Credits**
≥ 99.99%	0% MRC
≥ 99.95 and < 99.99%	5% MRC

≥ 99.90 and < 99.95%	10% MRC
< 99.90%	15% MRC

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

i. Service Availability falls below the percentage as illustrated in the tables (above) under Calculation of Service Credits.

ii. Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period;

iii. Customer must submit a written request for Service Credits to Customer Care within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and

v. Customer is not in material breach of the Agreement, including its payments obligations.

d. Finality of Decisions. Credits may be issued in RingCentral's sole reasonable discretion, and will expire at the expiration or termination of the Agreement.

4. Chronic Service Failures

a. Service Availability: Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees if customer accrues Maximum Service Credits for Down Time for Engage Voice Core Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.

b. To exercise its termination right under this Engage Voice SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

5. Sole Remedy

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

6. Definitions

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

a) **"<u>Engage Voice Services</u>" include Core Services and Non-Core Services.**

b) **"<u>Core Services</u>" includes the following services:**

(i) Inbound and Outbound Call Termination;

(ii) IVR, Text to Speech and Speech Recognition;

(iii) Recording of Calls; and

(iv) Client-side User Interface and Computer Telephony Interface APIs for Receiving or Placing a call and Authenticating Users.

c) **"Down Time"** is an unscheduled period during which the Engage Voice Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. For the avoidance of doubt,

d) **"Interactive Voice Response" or "IVR"** means a module that allows customers to script automated voice interactions, accessing third party services and databases when needed to service the customer**.**

e) "**MRC**" means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Engage Voice Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Engage Voice Services.

f) **"Non-Core Services"** means any features not expressly identified as a Core Service. For the avoidance of doubt, Non-Core Services includes the following features:

(i) Historical Reports;

(ii) RealTime Dashboards;

(iii) Call Recording Administration, Delivery, and Retrieval; and

(iv) Integrations, including Workforce Management, Workforce Optimization, and CRM.

g) "**RingCentral Network**" means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, or the Public Switched Telephone Network (PSTN). The RingCentral Network includes the facilities of underlying provider of the Engage Voice Services subcontracted by RingCentral.

h) "**Service Availability**" is the time for which Engage Voice Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.

i) "**Service Credits**" means the amount that RingCentral will credit a Customer's account pursuant to this Engage Voice SLA.

j) "**Support Case**" means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.

ATTACHMENT

SERVICE LEVEL AGREEMENT FOR SUPPORT SERVICES

This Service Level Agreement for Support Services (the **"Support SLA"**) is a part of the Master Services Agreement (the "Agreement") includes the service levels and objectives for the management and resolution of Customer initiated Support Cases.

1) RingCentral Support

a) Support Case

For non-urgent support requests, Customer should contact Customer Care via the designated Customer Care portal ("Support Case Online"). For urgent support requests, Customer shall utilize the support number located on the portal ("Phone Support").

b) Support Availability.

RingCentral will maintain technical support via telephone and web access twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

3) Response Objectives.

1. Average Phone Support Response Time SLA – RingCentral shall endeavor to answer seventy-five percent (75%) of all Phone Supports received in calendar month within an average of two (2) minutes.

2. Support Case Online Response Time SLA– RingCentral's shall endeavor to provide a response within twenty-four (24) hours of the opening of the Support Case Online.

2) Support Reports

Within ten (10) business days of Customer's request, RingCentral shall provide Customer with a report covering the prior calendar quarter providing the following Customer data, by month and in the aggregate:

1. **Calls Offered and Handled** –The total number of phone calls made by Customer to RingCentral Support and the total answered/handled.
2. **Service Level Agreement** – The percentage of phone calls which met the service level agreement in Section 1(c)1 above.
3. **Support Case Online Report** - The number of Support Case Online opened, number closed, and first response time for each.
4. **Total Cases and Call Driver Report** – The total support cases opened and closed across all support channels broken down by type.
5. **Aging Report for Open Support Cases** – The number of support cases that are open and the age of the open cases at the time the report is run.

3) Support Resolution Service Level Objectives. The SLAs that RingCentral endeavors to meet for Phone Supports.

Updates and Resolution time			
Severity Level	**Service Failure descriptions**	**Updates**	**Resolution Time**
Priority 1	Customer experiences a loss of Core Service affecting (a)100% of Digital Lines at one or more Customer Sites or (b) 50 or more Digital Lines in the aggregate across its Sites. A "Core Service" means the inability to use any of the following: ○ Place and receive voice calls. ○ Host and participate in RingCentral Audio Conference services. ○ Host and participate in RingCentral Office Video Conferencing services.	Upon Customer request, Every thirty (30) minutes, until resolution	4 hours
Priority 2	(A) Customer experiences a loss of Core Services affecting between 20 to 49 Digital Lines in the aggregate across its Sites; or (B) Customer experiences a loss of Services (other than Core Services) affecting (a) 100% of Digital Lines at one or more Customer Site(s) or (b) 50 or more Digital Lines in the aggregate across its Sites.	Every sixty (60) minutes, as requested, until resolution	1 business Day
Priority 3	(A) Customer experiences a loss of Service not covered under Priority 1 or 2; or (B) Minor functionality impairment to Services.	Every business day, if requested by Customer, until service is restored	N/A
Priority 4	Non-service impacting questions or feature requests (no loss or impairment of Services is involved).	Initial update/response provided upon case being opened.	N/A

4) Service Credits.

i) Resolution Time – If RingCentral fails to resolve a Priority 1 or 2 Phone Support within the Resolution Time, Customer shall be entitled to a credit equal to two percent (2%) of the MRC for the month the SLA was missed.

5) Rules Governing the Calculation of Support Services Credits.

Notwithstanding anything set forth elsewhere in this Support SLA, the calculation of credits shall in all cases be subject to the rules and conditions set forth in this section.

a) RingCentral will not be liable and will not pay any credits for any delays or failures to meet the response times or Resolutions times set forth in this Support SLAs due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; (3) Customer's breach of the Agreement; (4) interruption, failure or loss of the Services or any functionality caused by any systems or components outside of the RingCentral Network.
b) Resolution times will start counting from the moment the Customer properly opens a Phone Support ticket.
c) In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of Digital Lines affected by a loss of Service, RingCentral will calculate the impacted Digital Lines on a equivalency- basis using number of calls, network information, device information, vendor and customer reports, and its own technical expertise to make these calculations.
d) Service Credits will accrue only to the extent:
   (i) Customer applies for the Service Credits by submitting a written request to RingCentral Technical Support Team within five (5) business days of the last date of the calendar month for which the Service Credit is requested;
   (ii) Customer is not in material breach of the Office Agreement or the Use Policies, including its payments obligations;
   (iii) A Phone Support or Support Case Online was properly and timely reported following the Service failure; and
   (iv) RingCentral confirms the conditions set forth in this Support SLA have been met, and the Customer is entitled to receive the credit.

6) No Cumulative Credits

a) Where a single incident affecting the Customer would enable the collection of credits under this Support SLA and the right to collect any compensation or credit under any other SLA, Customer may only claim credits under one of the SLAs.
b) Service Credits to be paid under this Support SLA will be calculated based Customer's RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed five percent (5%) MRC paid for the relevant Service for the relevant month.

7) Sole Remedy

The credits available pursuant to this Support SLA shall be Customer's sole remedy for any failure to meet committed services levels under this Support SLA.

8) Definitions

Capitalized terms not defined above or below have the meaning set forth in the Agreement to which this SLA is attached.

(a) **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
(b) **"MRC"** means the monthly recurring subscription charges (excluding set-up fees, equipment costs, taxes, administrative or government mandated fees, metered billings, and other similar costs and fees) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis (e.g. annually), MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month.
(c) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
(d) **"Services"** means the Voice Services and/or Video Conferencing Service for RingCentral Office on the RingCentral Network.
(e) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for a Site.
(f) **"Video Conferencing"** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
(g) **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone

ATTACHMENT

RINGCENTRAL BUSINESS ASSOCIATE AGREEMENT

RingCentral, Inc. and Customer (each a "**Party**" and collectively the "**Parties**") hereby agree to the following terms and conditions of this Business Associate Agreement (this "**BAA**"), which is attached to the RingCentral Master Service Agreement (the "**Agreement**") and is effective as of the execution date of this BAA (the "**BAA Effective Date**").

RECITALS

Whereas, Customer has, pursuant to the Agreement, purchased one or more services covered by this BAA listed in Annex A (the "**Services**"**)**;

Whereas, Customer desires to comply with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), as amended, along with applicable provisions of the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Rule**") and applicable provisions of the Security Standards for the Protection of Electronic Protected Health Information ("**Security Rule**") (collectively the "**HIPAA Rules**") and, in compliance with the HIPAA Rules, Customer desires to safeguard Customer's **PHI** created, transmitted, received, or maintained by Customer using the Customer's Account ("**Account**");

Whereas, as a business associate (as that term is defined in the HIPAA Rules) RingCentral wishes to accommodate Customer's desire to safeguard PHI that Customer creates, receives, transmits, or maintains using the RingCentral Services, by entering into this BAA, which meets the requirements of 45 C.F.R. §§ 164.314(a) and 164.504(e);

Now, therefore, in consideration of the mutual covenants and representations, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Obligations of RingCentral.** RingCentral agrees:

   a) subject to the provisions of Section 2, to use and disclose Customer's PHI only in connection with the provision of the Services purchased by Customer as part of or related to Customer's Account(s), as required by law, or for any other purpose permitted by the Agreement, or this BAA, provided that RingCentral may not use or disclose Customer's PHI in a manner that would violate the requirements of subpart E of 45 C.F.R. Part 164 if done by Customer;

   b) not to use or further disclose Customer's PHI other than as permitted or required by this BAA, or as required by law;

   c) where required by the HIPAA Rules, to make reasonable efforts to use, disclose, and request only the minimum necessary amount of PHI;

   d) to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to the protection of Electronic PHI, to prevent use or disclosure of Customer's PHI other than as provided for by this BAA;

   e) to report to Customer any use or disclosure of Customer's PHI not provided for by this BAA of which RingCentral becomes aware, including any breach of unsecured PHI as required by 45 C.F.R. § 164.410, and any security incident involving Customer's PHI of which RingCentral becomes aware; provided, however, that notwithstanding the foregoing, the Parties agree that this BAA serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents. For purposes of this BAA, an **"Unsuccessful Security Incident"** includes, without limitation, activity such as pings and other broadcast attacks on RingCentral's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of Customer's PHI;

   f) to ensure that any subcontractor that creates, receives, maintains or transmits Customer's PHI on behalf of RingCentral agrees to substantially the same restrictions and conditions that apply to RingCentral with respect to such PHI, as required by the HIPAA Rules;

   g) to the extent that RingCentral has been delegated under the Agreement and is to carry out an obligation of Customer under Subpart E of 45 C.F.R. Part 164, RingCentral will comply with the requirement(s) of Subpart E of 45 C.F.R. Part 164 that apply to Customer in the performance of such delegated obligation;

   h) to the extent that: (i) Customer provides advanced written notice to RingCentral that RingCentral will maintain PHI in a "Designated Record Set" as defined in the HIPAA Rules (and with the understanding that the Parties do not intend for RingCentral to maintain PHI in a Designated Record Set); and (ii) the Designated Record Set (if any) maintained by RingCentral is not duplicative of records maintained by Customer; RingCentral agrees to:

      a. upon receipt of a written request from Customer, make available to Customer to inspect and/or obtain a copy of Customer's PHI maintained by RingCentral in a Designated Record Set, as required under 45 C.F.R. § 164.524, for so long as RingCentral maintains such PHI in a Designated Record Set; and

      b. upon receipt of a written request from Customer, provide such information to Customer for amendment and incorporate amendments to PHI maintained by RingCentral in a Designated Record Set as agreed to by Customer under 45 C.F.R. § 164.526, for so long as RingCentral maintains such PHI in a Designated Record Set.

   i) to the extent no disclosure exceptions apply under 45 C.F.R. § 164.528, to maintain and to make available to Customer the information required for Customer to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

   j) in the event any individual delivers directly to RingCentral a request for an amendment to PHI, access to PHI, or an accounting of disclosures of PHI, to promptly forward such individual request to Customer;

   k) to make its internal practices, books, and records relating to the Use and Disclosure of Customer's PHI available to the Secretary (as defined in the HIPAA Rules) for purposes of determining Customer's compliance with 45 C.F.R Part 164, Subpart E; and

   l) upon termination of this BAA for any reason, if feasible, to

return or destroy all PHI received from Customer, or created or received by RingCentral on behalf of Customer, in connection with this BAA, to the extent it has not been already erased, returned or destroyed, and retain no copies thereof, or, if in RingCentral's opinion such return or destruction is not feasible, to extend the protections of this BAA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

2. **Permitted Uses and Disclosures of PHI.** Notwithstanding the other provisions of this BAA, RingCentral is permitted to use or disclose Customer's PHI for its proper management and administration of RingCentral services or to carry out its legal responsibilities, provided that RingCentral may only disclose PHI for such purposes if: (i) the disclosure is required by law or (ii) RingCentral obtains reasonable assurances from the person to whom the PHI is disclosed that the information will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies RingCentral when the confidentiality of the PHI has been breached.

3. **Obligations of Customer.** Customer will:

   a) as between the Parties, assume sole responsibility for obtaining any consent, authorization, or permission that may be required by the HIPAA Rules, or any other applicable laws or regulations prior to using the Services to create, receive, maintain, or transmit PHI, or otherwise provide PHI to RingCentral. Without limiting the foregoing, in the event Customer transmits PHI via text message, or any other method of electronic transmission of PHI (including email or any attachment to email) as part of the Services, Customer agrees to notify the patient whose PHI is to be transmitted that such transmission is not secure and to obtain such individual's consent or authorization, consistent with applicable law, before transmitting any such PHI;

   b) use, disclose, request, and otherwise provide to RingCentral and RingCentral employees only the minimum amount of PHI necessary for RingCentral to provide Services;

   c) notify RingCentral, in writing, of any limitation(s) in Customer's notice of privacy practices that may affect RingCentral's Use or Disclosure of Customer's PHI;

   d) notify RingCentral, in writing, of any changes in, or revocation of, permission by an individual to use or disclose any of his or her PHI, to the extent that such changes may affect RingCentral's Use or Disclosure of Customer's PHI;

   e) notify RingCentral, in writing, of any restriction on the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect RingCentral's use or disclosure of Customer's PHI; and

   f) not request that RingCentral use or disclose Customer's PHI in a manner that would not be permissible under the HIPAA Rules if done by Customer.

4. **Effect of Limitations and Restrictions.** The Parties agree that in the event RingCentral believes that any limitation(s) or restriction(s) on the use or disclosure of PHI disclosed by Customer pursuant to Section 3 may materially impair RingCentral's ability to provide Services or materially affect RingCentral's costs of providing Services, the Parties will promptly negotiate in good faith an amendment to Agreement that is necessary to adjust RingCentral's obligations and/or reflect RingCentral's increased costs. In the event such negotiations are unsuccessful, RingCentral may terminate this BAA and the Agreement without penalty or further obligation to RingCentral.

5. **Customer Integrations.**

   a) Notwithstanding any provision to the contrary in any agreement between the Parties, this BAA applies only to Services offered by RingCentral as described in Annex A.

   b) Pursuant to the limitations contained in the Agreement between the Parties and applicable RingCentral policies, Customer may choose to, at its own risk, use third party or Customer's own applications, services, devices, APIs, or any other technology (whether utilized by Customer or a third party on behalf of Customer and whether implemented by RingCentral or not) which integrate with the Services or that transfer data to or from the Services ("**Customer Integrations**").

   c) Customer understands and agrees that Customer Integrations are outside the scope of the Parties' primary agreement and of this Business Associate Agreement.

   d) Notwithstanding any provision to the contrary in any agreement between the Parties, RingCentral has no responsibility or liability for, and disclaims any warranties or representations relating to, any Customer Integrations.

   e) For the avoidance of doubt, RingCentral will have no obligations or liability for the privacy, security, confidentiality, availability, or integrity of any Customer Integrations, or any PHI or other data processed, handled, sent, stored, created, received, maintained, or transmitted in connection with any Customer Integrations or through any applications, services, devices, APIs, or any other technology not provided within RingCentral Services.

6. **Term.** The term of this BAA (the "**BAA Term**") commences on the BAA Effective Date and runs conterminously with the term of the Agreement, unless sooner terminated by either Party in accordance with Section 7.

7. **Termination.**

   a) Automatic BAA Termination. Termination or expiration of the Agreement for any reason will result in the termination of this BAA.

   b) Direct BAA Termination. In the event that either Party violates a material term of this BAA, the other Party may terminate the BAA, provided that the non-breaching Party provides written notice to the breaching Party of such breach and provides the breaching Party with an opportunity to cure the breach or end the violation. If such violation is not cured within thirty (30) days, the non-breaching Party may terminate this BAA. In the event that the BAA is terminated pursuant to this section, either Party may terminate the Agreement.

8. **Miscellaneous.**

   a) Definitions. All capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. Subject to the immediately foregoing sentence, any other terms that are not defined in this BAA or the Agreement but that are defined under the HIPAA Rules have the same meaning as defined under the HIPAA Rules. For purposes of this BAA, "**PHI**" means "protected health information" as that term is defined in the HIPAA Rules, limited to such information created, received, maintained, or transmitted by RingCentral for or on behalf of Customer.

   b) No Third Party Beneficiaries. Nothing in this BAA, express or implied, is intended to confer or will confer upon any person or entity other than the Parties any right, benefit, or remedy as a third party beneficiary or by any other nature whatsoever under or by reason of this BAA.

   c) Notices. All notices or other communications to be given under this BAA are deemed given when emailed.

To Customer: The postal and email address on file at the time of notice for an Account

To RingCentral: RingCentral, Inc.

Attn.: Legal Department
20 Davis Drive
Belmont, California 94002
HIPAA@ringcentral.com

d) Modification. No modification or amendment of this BAA will be effective unless set forth in a document specifically referencing this BAA that is executed by both Parties.

e) Counterparts. This BAA may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

f) Entire Agreement. RingCentral will be bound by the terms of this BAA only to the extent that: (i) Customer is a "Covered Entity" or "Business Associate" (as these terms are defined in the HIPAA Rules) pursuant to HIPAA; and (ii) RingCentral is acting as Customer's "Business Associate" (as that term is defined in the HIPAA Rules) pursuant to HIPAA. This BAA, together with the Agreement, states the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

ANNEX A

LIST OF RINGCENTRAL SERVICES COVERED BY THIS BAA

If purchased, the following Services are covered by this BAA:

- RingCentral Office
- RingCentral Contact Center
- RingCentral Video (RCV)

ATTACHMENT

RINGCENTRAL SECURITY ADDENDUM

This Security Addendum only applies to the following Services: RingCentral Office, Unify Office, Avaya Cloud Office, Glip, RingCentral Contact Center, Engage Voice, and Engage Digital. All other Services are excluded from this Security Addendum unless expressly stated otherwise in writing by RingCentral.

This RingCentral Security Addendum sets forth the minimum terms and conditions related to RingCentral's information security program and infrastructure policies that RingCentral agrees to meet and maintain pursuant to the Agreement to which this Security Addendum is attached.

The Security Terms outlined below shall not apply to Customer-facing Services features (e.g. the login to an End User's RingCentral application), nor shall these terms and conditions apply to how Customer manages their own internal corporate security measures or Customer's management of any security settings on the Customer's instance of the Services

1. Definitions

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

(a) **"Confidential Customer Data"** means all Customer Personal Data and Account Data.

(b) **"Data Center"** means a RingCentral controlled facility at which RingCentral service infrastructure (physical and virtual systems) are deployed and managed by RingCentral in support of operation of the Services.

(c) **"Personnel"** means RingCentral employees, contractors or subcontracted Professional Services staff.

(d) **"Process"** means any operation or set of operations which is performed on Confidential Customer Data.

2. Information Security Management

(a) Policies and Standards: RingCentral has established and will maintain documented policies or standards appropriate to govern the handling of Confidential Customer Data in compliance with the Agreement and applicable law.

(b) Administrative, Technical and Physical Safeguards: RingCentral has implemented and will maintain administrative, technical, and physical safeguards to protect Customer Personal Data. These safeguards include measures to: (i) to protect the security of Confidential Customer Data; (ii) to protect against reasonably anticipated threats or hazards to the security of Confidential Customer Data; and (iii) to protect against unauthorized access to or use of Confidential Customer Data which could reasonably result in harm to Customer.

(c) Revisions to Security Measures: RingCentral reserves the right to modify its technical and non-technical security measures over time.

3. Human Resource Security

(a) Background Checks: Prior to assigning any employees to positions in which they will, or RingCentral reasonably expects them to, process Confidential Customer Data, RingCentral will conduct background checks on such employees as permitted by applicable law.

(a) Training: RingCentral provides training to employees on security and privacy requirements applicable to RingCentral and to the handling and processing of Customer Confidential Data. Such training occurs at least annually.

(b) Non-disclosure: RingCentral ensures that employees who process Customer Confidential Data are bound in writing by obligations of confidentiality.

4. Asset Management

(a) Media Management: When disposing of or otherwise taking media out of service that contains Confidential Customer Data, RingCentral destroys or securely erase the media prior to removing it from service.

5. Access Control

(a) Authorized Personnel: RingCentral will limit access to Confidential Customer Data to only those Personnel who have a reasonable need to access the Confidential Customer Data to enable RingCentral to perform its obligations under the Agreement.

(b) Access Controls: RingCentral employs access control mechanisms to prevent unauthorised access to Customer Confidential Data. Such mechanisms will have the capability of detecting and logging access to the system or network.

(c) Password Administration: Passwords that are associated with RingCentral's processing of the Confidential Customer Data will comply with minimum password requirements.

(d) Account Lockout due to Failed Login Attempts: RingCentral maintains account lockout requirements for failed login attempts.

(e) Unique User Accounts: RingCentral Personnel has individual User Accounts that authenticate that individual's access to Confidential Customer Data. RingCentral will not allow sharing of accounts. For the avoidance of doubt, this does not require RingCentral to rename or cease using admin and service accounts that cannot technically or within commercial reason be renamed (Example: root).

(f) Periodic Review of Authorized Personnel: RingCentral promptly revokes Personnel's access to physical locations, networks, and applications that Process Confidential Customer Data upon such Personnel's termination. RingCentral maintains a process to review not less than annually the list of administrators and privileged users with access to RingCentral production networks and RingCentral data centers.

6. Cryptography

(a) Data Encryption: Except for Engage Digital, RingCentral will encrypt Customer Personal Data, at Customer's election, when stored at-rest within RingCentral Data Centers. At-rest encryption for Engage Digital is not currently supported. RingCentral will also encrypt Customer Content, at Customer's election, and in-transit over public networks in connection with the performance of the Services pursuant to the Agreement, except for encryption over Public Switch Telephone Networks. Encryption will be implemented using commercial grade, industry-standard encryption.

7. Physical and Environmental Security

(a) Secure Data Centers: Physical security safeguards include physical safety and security safeguards at RingCentral Data Centers where Customer Personal Data is stored and processed.

(b) Access and Authorisation Processes: RingCentral maintains a documented authorisation and logging process for all persons, including Personnel and visitors, who maintain or otherwise have access to Data Centers.

8. Operations Security

(a) Malicious Code Protection: To the extent practicable, RingCentral has current antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

(b) Intrusion Detection and Prevention: RingCentral deploys intrusion detection and/or intrusion prevention systems that monitor all non-VoIP traffic entering or leaving the Data Centers.

(c) Audit and Reporting: For systems or applications associated with the access, processing, storage, communication and/or transmission of Confidential Customer Data, RingCentral generates audit logs.

(d) Vulnerability Management: RingCentral will use commercially reasonable efforts to run internal and external network vulnerability scans of the Services at least quarterly.

(e) Annual Pen-Test: RingCentral agrees to conduct not less than annually a penetration test of its RingCentral Office Unify Office, Avaya Cloud Office, Glip, Engage Voice, and Engage Digital products. RingCentral remediates the critical and high findings based on commercially reasonable timeframe. Upon request, RingCentral will share limited details (e.g. to include types and severities) of the penetration testing report.

9. Communications Security

(a) Firewalls: Ring Central deploys reasonably appropriate firewall technology in operation of the Services.

10. Security Incidents

(a) Upon becoming aware of a Security Incident, RingCentral shall notify Customer without undue delay at the contact information that Customer has provided in the Service Portal and shall provide such timely information as Customer may reasonably require.

(b) Any takeover of an individual Customer User or End User Accounts is not considered Security Incident. An account takeover is when an unauthorized party logs into a customer extension while a Customer is using Services.

11. Electronic Media:

Electronic media that has been used in the delivery of services to the customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.

12. Product Development and Service Operations

(a) Documentation and Training: RingCentral will maintain documentation on overall system, network, and application architecture and security infrastructure for the Services.

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ATTACHMENT

RINGCENTRAL DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA"**) is made by and between RingCentral and Customer (each a "**party**", together the "**parties**"), pursuant to the Agreement for the provision of the Services (as defined below) to Customer.

This DPA is supplemental to the Agreement and sets out the terms that apply when Personal Data is processed by RingCentral as a Processor on behalf of Customer for the Services listed in Annex B.

Capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

1. Definitions

1.1 For the purposes of this DPA:

a) **"Affiliate"** means an entity that directly or indirectly controls, is controlled by or is under common control with an entity.

b) "**Agreement**" means the main written or electronic agreement between Customer and RingCentral for the provision of any of the services set out at **Annex B** to Customer (each a "**Service**" and collectively the "**Services**").

c) "**Applicable Data Protection Laws"** means all data protection and privacy laws applicable to the processing of Personal Data under this DPA, including, where applicable, EU and California Data Protection Laws.

d) "**EEA"** means the European Economic Area.

e) **"EU Data Protection Laws**" means the applicable European data protection legislation, including, but not limited to, EU Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (also known as the General Data Protection Regulation) (the "**GDPR**"), and any and all applicable national data protection laws, rules and regulations as amended from time to time.

f) "**California Data Protection Laws**" means all applicable privacy and data security-related legislation and regulations adopted by the State of California, including, but not limited to, the California Consumer Privacy Act ("**CCPA**") (when in force) and any implementing regulations promulgated thereunder.

g) "**Controller**" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

h) "**Processor"** shall mean an entity which processes Personal Data on behalf of the Controller.

i) **"Personal Data"** means any information relating to an identified or identifiable natural person or household consisting of natural persons.

j) "**Sale**" has the meaning set out in the CCPA, as and where the CCPA applies. Disclosure of Personal Data to a Sub-processor pursuant to the terms of this DPA is expressly excluded from the definition of Sale.

k) **"Security Incident"** means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data.

l) **"Standard Contractual Clauses"** means in relation to the Processing of Personal Data on a Controller to Processor basis pursuant to this Agreement, the European Commission's model clauses for the transfer of Personal Data from EU Controllers to non-EU or EEA Processors, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February 2010, which are available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en and as may be amended or replaced by the European Commission from time to time.

m) "**Usage Data**" means any data resulting from the Customer's use or operation of the Services, including, without limitation, traffic data, call detail records, metadata, log data, billing information, emails, customer authentication and audit logs, any data related to professional services, access logs, system logs, server logs.

2. Applicability of DPA

2.1 Applicability of DPA. This DPA will apply to the extent that RingCentral processes Personal Data on behalf of a Customer or Customer Affiliate as a Processor.

2.2 Usage Data. Notwithstanding anything to the contrary contained in this DPA, RingCentral is a Controller of Usage Data. To the extent that such Usage Data is collected or generated by RingCentral, such data may be used by RingCentral for purposes including regulatory compliance, network security, fraud detection and prevention, billing, internal analytics and other lawful purposes, but shall not be subject to Sale. For the avoidance of doubt, with the exception of this Section 2, this DPA will not apply to Usage Data.

3. Roles and Responsibilities

3.1 Parties' Roles. As between the parties and for the purposes of this DPA, Customer shall be the Controller of the Personal Data that is processed by RingCentral under the Agreement as described in **Annex A** and RingCentral shall process the Personal Data as a Processor on Customer's behalf.

3.2 Obligations of the Customer. Customer undertakes to:

(a) Ensure that it may lawfully disclose the Personal Data to RingCentral for the purposes set out in the Agreement;

(b) Comply with Applicable Data Protection Laws in its use of the Services, and its own collection and processing of Personal Data (for the avoidance of doubt, Customer's instructions to RingCentral shall comply with Applicable Data Protection Laws and Customer shall have sole responsibility for the accuracy, quality and legality of the Personal Data and the means by which Customer acquired Personal Data); and

(c) Ensure that no special categories of data or sensitive data (as defined in the GDPR or Applicable Data Protection Laws), nor any Personal Data concerning children or minors or related to criminal convictions and offences is stored within the Services.

3.3 Purpose Limitation.

(a) Except where otherwise required by applicable law, RingCentral shall process the Personal Data (i) in accordance with Customer's documented instructions (which instructions are set out in the Agreement, this DPA and Customer's use of the Services in accordance with the applicable terms of use), (ii) for the purposes of providing the Services as further described in **Annex A**, and (iii) using means of processing that are reasonably necessary and proportionate to achieve provision of the Services.

(b) Any additional processing required by Customer outside of the scope of the Agreement will require prior written agreement between the parties, including an agreement on any additional fees that Customer may be required to pay.

(c) For the avoidance of doubt, RingCentral shall not engage in the Sale of the Personal Data.

3.4 Confidentiality of Processing. RingCentral shall ensure that any person that it authorizes to process the Personal Data shall be subject to a duty of confidentiality (either a contractual or a statutory duty).

3.5 Security. RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Personal Data. RingCentral will maintain an information security and risk management programme based on commercial best practices to preserve the confidentiality, integrity and accessibility of Personal Data with administrative, technical and physical measures conforming to generally recognized industry standards and practices. RingCentral shall implement appropriate technical and organisational measures designed to protect the Personal Data from a Security Incident.

3.6 Security Incidents. (a) Upon becoming aware of a Security Incident, RingCentral shall notify Customer without undue delayat the contact information that Customer has provided in the Administrative Portal and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfil any data breach reporting obligations under Applicable Data Protection Laws.

3.7 Provision of Security Reports. RingCentral shall provide, upon Customer's request, copies of any relevant summaries of external security certifications or security audit reports necessary to verify RingCentral's compliance with this DPA.

3.8 Deletion or Return of Data. Upon termination or expiry of the Agreement, and upon written request, RingCentral shall, at Customer's election, either delete or return to Customer the Personal Data (including copies) in RingCentral's possession, save to the extent that RingCentral is required by applicable law to retain some or all of the Personal Data.

4. GDPR Obligations

4.1 Applicability of Section. This Section 4 shall apply to the processing of Personal Data that is subject to the protection of the GDPR or the CCPA.

4.2 Sub-processors. Customer agrees that RingCentral may engage RingCentral Affiliates and third party sub-processors (collectively, "**Sub-processors**") to process the Personal Data on RingCentral's behalf. Depending on the scope and the nature of the sub-processing, RingCentral shall impose data protection terms on such Sub-processors that protect Customer Personal Data to an equivalent standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor. The Sub-processors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Sub-processor List available at https://netstorage.ringcentral.com/documents/RingCentral_Subprocessor_List.pdf

4.3 Changes to Sub-processors. RingCentral may, by giving reasonable notice to the Customer, add or make changes to the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor within 30 calendar days of such notice on reasonable grounds relating to the protection of the Personal Data, then the parties will discuss such concerns in with a view to achieving resolution. If such resolution cannot be reached, then RingCentral will either not appoint the Sub-processor or, if this is not possible, Customer will be entitled to suspend or terminate the affected RingCentral Service in accordance with the termination provisions of the Agreement. Notwithstanding the foregoing, in the event of an unforeseeable force majeure (such as a Sub-processor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Sub-processor in order to maintain or restore the standard conditions of Service. In this situation, the notification of Sub-processor change may be exceptionally sent after the change.

4.4 Cooperation and Data Subjects' Rights. Some of the RingCentral Services may provide direct technical means to enable Customer to fulfil its duties to respond to requests from data subjects under Applicable Data Protection Laws. For the avoidance of doubt, it is the Customer’s responsibility to respond to any data subject request. If Customer is unable to address the data subject's request through such technical means, or where such functionality is not available, RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to such data subject requests. In the event that such request is made directly to RingCentral, RingCentral shall promptly inform the data subject to contact the Customer of the same. It is Customer’s sole responsibility to ensure that any account Administrator identified for Customer’s RingCentral account to manage and carry out data subject requests has appropriate authority to do so.

4.5 Data Protection Impact Assessments. RingCentral shall, to the extent required by EU Data Protection Laws, and upon Customer's request and at Customer’s expense, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under EU Data Protection Laws in relation to the scope of the Services to be provided by RingCentral pursuant to the Agreement.

4.6 Standard Contractual Clauses. Customer and RingCentral acknowledge that there is a transfer of Personal Data between them for the purposes of performing the Agreement and the DPA. The parties are deemed to have accepted and executed the EU Commission's Standard Contractual Clauses that are incorporated to this DPA by reference, as supplemented by **Annex C**, which completes Appendixes 1 and 2 of the Standard Contractual Clauses and specifies the governing law.

4.7 International Transfers. RingCentral may transfer and process Personal Data anywhere in the world where RingCentral, its Affiliates or its Sub-processors maintain data processing operations. To the extent that RingCentral processes (or causes to be processed) any Personal Data originating from the EEA in a country that has not been recognized by the European Commission as providing an adequate level of protection for Personal Data, RingCentral shall put in place such measures as are necessary to ensure the transfer is in compliance with EU Data Protection Laws, which include the execution of the EU Commission's Standard Contractual Clauses, or the putting in place of any other valid transfer mechanism under EU Data Protection Laws. The Customer hereby grants a general and prior authorization to RingCentral to transfer Personal Data to its Sub-processors outside of the EEA in compliance with this DPA.

4.7 Audits.

(a) Both parties acknowledge that it is the parties' intention ordinarily to rely on the provision of the security reports at Section 3.7 above to verify RingCentral's compliance with this DPA. If the Customer has reasonable doubt that the Security Reports are sufficient to convince itself of RingCentral's compliance with the obligations set out in this DPA RingCentral shall permit the Customer (or its appointed third-party auditors) to carry out an audit. Customer may, on one (1) occasion within any consecutive twelve (12) month period, request with thirty (30) days prior written notice, perform, during RingCentral's normal business hours, without the disruption of RingCentral's normal business operations, not lasting more than two (2) business days and at Customer's sole expense (which may include the reimbursement of RingCentral for any time RingCentral employees spend conducting or assisting with such audit).

(b) Customer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt RingCentral's operations or delay the provision of the Services. RingCentral shall provide Customer (and its auditors and other advisers) with all reasonable cooperation, access and assistance in relation to each audit. The audit shall be conducted at RingCentral's place of business during normal business hours and shall last no longer than two (2) business days.

(c) For the avoidance of doubt, RingCentral is not obligated to disclose to the Customer any documents or other material relating to RingCentral's profitability, legally privileged documents or information, or documents that is commercially confidential or RingCentral is bound to maintain as confidential by written obligation to a third party or under applicable law or regulation ("**Confidential Information**"). Audit results, including information and documentation disclosed or made available to Customer in the course of any such audit, will be deemed RingCentral's Confidential Information.

4.8 Data Disclosure Requests.

(a) If RingCentral receives a request from a law enforcement or other government authority to disclose personal data that RingCentral is processing on the Customer's behalf, RingCentral will notify and provide the Customer with the details of the data disclosure request prior to disclosing any personal data, unless legally prohibited or where an imminent risk of serious harm exists that prohibits prior notification.

5. Miscellaneous

5.1 The DPA is incorporated to the Agreement and upon signature by the Parties forms part of the Agreement. Except as amended by this DPA, the Agreement will remain in full force and effect.

5.2 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

5.3 If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

ANNEX A

DESCRIPTION OF THE DATA PROCESSING

I. Unify Office

Nature and Purposes of Processing

Unify Office provides cloud-based communications and collaboration services for high-definition voice, video, SMS, messaging and collaboration, conferencing, online meetings, and fax (the "**Services**"). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, for the purposes of customer relationship management, and customer support.

Categories of Data Subjects

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third party individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

Type(s) of Personal Data Processed

The Personal Data transferred concerns the following categories of data:

- Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title);
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer, its authorized users or third parties involved in the communications choose to include in the content of the communications that are sent and received using the Services.

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

Duration of Processing

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

II. Avaya Cloud Office (ACO)

Nature and Purposes of Processing

Avaya Cloud Office provides cloud-based communications and collaboration services for high-definition voice, video, SMS, messaging and collaboration, conferencing, online meetings, and fax (the "**Services**"). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, for the purposes of customer relationship management, and customer support.

Categories of Data Subjects

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third party individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

Type(s) of Personal Data Processed

The Personal Data transferred concerns the following categories of data:

- Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title);
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer, its authorized users or third parties involved in the communications choose to include in the content of the communications that are sent and received using the Services.

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

Duration of Processing

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

III. RingCentral Office

Nature and Purposes of Processing

RingCentral Office provides cloud-based communications and collaboration services for high-definition voice, video, SMS, messaging and collaboration, conferencing, online meetings, and fax (the "**Services**"). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, for the purposes of customer relationship management, and customer support.

Categories of Data Subjects

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third party individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

Type(s) of Personal Data Processed

The Personal Data transferred concerns the following categories of data:

- Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title);
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer, its authorized users or third parties involved in the communications choose to include in the content of the communications that are sent and received using the Services.

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

Duration of Processing

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

IV. RingCentral Video

Nature and Purposes of Processing

RingCentral Video is an online meetings and screen sharing solution that helps Customers easily host meetings and transition between chat, video and web meetings (the "**Services**"). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, for the purposes of customer relationship management, and customer support.

Categories of Data Subjects

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third party individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

Type(s) of Personal Data Processed

The Personal Data transferred concerns the following categories of data:

- Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title);
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer, its authorized users or third parties involved in the communications choose to include in the content of the communications that are sent and received using the Services.

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

Duration of Processing

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

V. RingCentral Contact Center

Nature and Purposes of Processing

RingCentral Contact Center is an omni-channel customer communication management platform that unifies all customer-facing communication channels, including voice, email, SMS, website, mobile app, chat and social media communications, onto a single platform (the "**Services**"). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of publishing content on public/private communications channels, customer relationship management, user management, and customer support.

Categories of Data Subjects

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third-party individuals who are involved in or referred to in the content of communications taking place or otherwise managed through the Services.

Types of Personal Data Processed

The Personal Data transferred can be classified in the following categories:

- Identification information for Customer as well as End Users such as full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and entity name;

- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer's users or individuals involved in the communications choose to include in the content of the communications that take place or are otherwise managed using the Services;

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

Duration of Processing

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

VI. RingCentral Engage Digital

Nature and Purposes of Processing

RingCentral Engage Digital is an omni-channel digital customer communication management platform that unifies all customer-facing communication channels, including email, SMS, website, mobile app, chat and social media communications, onto a single platform (the "**Services**"). RingCentral Engage Digital publishes authorized users' content onto the public or private communication channels connected to their platform and synchronizes end user content from the same channels. RingCentral Engage Digital stores and displays Customer information and conversations history to the authorized users. Authorized users are identified, have accesses and permissions defined by authorized users with administrator roles and all their actions are logged into an application journal.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of publishing content on public/private communications channels, customer relationship management, user management, and customer support.

Categories of Data Subjects

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.

- Any other third-party individuals who are involved in or referred to in the content of communications taking place or otherwise managed through the Services.

Types of Personal Data Processed

The Personal Data transferred can be classified in the following categories:

- Identification information for Customer, full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and entity name;
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Content published on communication channels connected to the Services, including public information on social media channels connected to the Service;
- Any other Personal Data that the Customer's users or individuals involved in the communications choose to include in the content of the communications that take place or are otherwise managed using the Services;

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

Duration of Processing

The data retention duration (between 1 day and 2 years) is defined by the Customer, based on the Customer's needs and context, and can be configured on the Services by the Customer's Users or by RingCentral.

<u>VII. RingCentral Engage Communities</u>

Nature and Purposes of Processing

RingCentral Engage Communities is an online community management platform enabling community responses to customer service inquiries (the "**Services**"). Community administrators manage all different aspects of the platform regarding the registered community members: they can create, edit and give specific permissions and roles to the community members. The Community administrators also manage the community members' contents creation, restriction, moderation, publishing, and edition.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of the online platform management, customer relationship management, and customer support.

Categories of Data Subjects

- Customer's employees or authorized users;
- Any other third-party individuals who are contributors to the online sharing space.

Types of Personal Data Processed

The Personal Data transferred can be classified in the following categories:

- Identification information of Customer's employees or authorized users or other third-party contributors, including name and e-mail address;
- Content published on the online sharing space, including any public posts and private messages;
- Any other Personal Data that the Customer's users or third-party contributors choose to include in content posted, sent or received using the Service.

Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data, sensitive categories of data or data regarding minors to RingCentral at any time.

Duration of Processing

The data retention duration (between 1 day to 2 years since the last user action) is defined by the Customer, based on the Customer's needs and context, and can be configured on the Services. Content can also be deleted by administrators and moderators of RingCentral Engage Communities or by RingCentral.

VIII. RingCentral Engage Voice

Nature and Purposes of Processing

RingCentral Engage Voice provides a cloud-based omni-channel customer communication management services (the "**Services**") that help companies meet customers on the channel of their choice including voice, email, SMS, MMS, website, mobile app, chat and social media communications. As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes

of publishing content on public/private communications channels, customer relationship management, user management, and customer support.

Categories of Data Subjects

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third-party individuals who are involved in or referred to in the content of communications taking place or otherwise managed through the Services.

Types of Personal Data Processed

The Personal Data transferred can be classified in the following categories:

- Identification information for Customer as well as End Users such as full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and entity name;
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer's users or individuals involved in the communications choose to include in the content of the communications that take place or are otherwise managed using the Services;

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

Duration of Processing

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

ANNEX B

LIST OF RINGCENTRAL SERVICES COVERED BY DPA

- Unify Office
- Avaya Cloud Office (ACO)
- RingCentral Office Plan Services
- RingCentral Video
- RingCentral Contact Center
- RingCentral Engage Digital
- RingCentral Engage Communities
- RingCentral Engage Voice

ANNEX C

COMPLETION OF THE STANDARD CONTRACTUAL CLAUSES

Any reference within the Standard Contractual Clauses to the law of the Member State in which the data exporter is established means the law of the State of California

Appendix 1 to the Standard Contractual Clauses is completed as follows:

a) The data exporter is the Customer, as identified in the Agreement and this DPA.
b) The data importer is RingCentral, as identified in the Agreement and this DPA.
c) The categories of data subjects are set out in Annex A above for each of the Services.
d) The categories of Personal Data are set out in Annex A above for each of the Services and excludes special categories of Personal Data.
e) The processing operations are described in Annex A above for each of the Services.

Appendix 2 to the Standard Contractual Clauses is completed as follows:

a) The technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) of the Standard Contractual Clauses are described in clause 3.5 of this DPA.

TIPS Vendor Agreement Signature Form

RFP 210303 Telephone and Communications Data Systems and Solutions

Company Name RingCentral, Inc.

Address 20 Davis Drive

City Belmont State CA Zip 94002

Phone 650.472.4100 Fax 650.472.4100

Email of Authorized Representative naveed.husain@ringcentral.com

Name of Authorized Representative Naveed Husain

Title Vice President, Vertical Industry Program

Signature of Authorized Representative

Date May 19,2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 5-19-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.

210303
RingCentral Inc.
Supplier Response

Event Information

Number: 210303
Title: Telephone and Communications Data Systems and Solutions
Type: Request for Proposal
Issue Date: 3/4/2021
Deadline: 4/16/2021 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

RingCentral Inc. Information

Contact: Theresa Runkle
Address: 20 Davis Drive
Belmont, CA 94002
Phone: (650) 781-6171
Email: theresa.runkle@ringcentral.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Naveed Husain
Signature

naveed@ringcentral.com
Email

Submitted at 4/15/2021 6:30:54 PM

Supplier Note

RingCentral is pleased to submit its proposal to The Interlocal Purchasing System (TIPS) for the successor TIPS agreement. RingCentral has been able to successfully support TIPS members for the last few years and recognizes that the membership is a privilege that will continue to be honored with responsibility and integrity. Thank you for the opportunity.

Requested Attachments

Vendor Agreement

210303 Vendor Agreement _ RingCentral Inc.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

210303 Agreement Signature Form _ NOT Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1

210303 Pricing Form 1 _RingCentral.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210303 Pricing Form 2 _RingCentral.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

TIPS Reference Form _RingCentral.pdf

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

TIPS 210303 - RingCentral Proposed Goods & Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty _ RingCentral _ TIPS 210303 _04-16-2021.docx

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

RingCentral_MSA for TIPS 210303_04-16-2021.docx

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

RC-logos.zip

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION OF CORPORATE OFFERER FORM _ Bruce Johnson.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Claim Form

210303 CONFIDENTIALITY CLAIM FORM _ Naveed Husain.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

2021 W-9 RingCentral Inc._signed.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated “Confidential” in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

RingCentral Response-Executive Summary.pdf

RingCentral Executive Summary to respond TIPS Telecommunications

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section. NO
2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*

5 **Company and/or Product Description:**

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

RingCentral a leading provider of global enterprise cloud communications, video meetings, collaboration, and contact center software-as-a-service (“SaaS”) solutions. We enable convenient and effective communications for organizations across all their locations and employees, enabling them to be more productive and more responsive to their clients and customers.
RingCentral’s cloud-based solutions are designed to be easy to use, providing a single user identity across multiple locations and devices, including smartphones, tablets, PCs and desk phones. Our solutions can be deployed rapidly and configured and managed easily. Our cloud-based solutions are location and device independent and better suited to address the needs of modern mobile and global enterprise workforces than are legacy on-premise systems. Through our platform, we enable third-party developers and customers to integrate our solution with leading business applications to customize their own business workflows.
The rapid growth of mobile communications has changed the way businesses interact. Employees connect from anywhere with any device, using multiple modes of communications including voice, video, text, messaging, and social media. These forms of flexible communications enable employees to be productive in ways that traditional on-premise systems do not support.
RingCentral’s cloud communications and contact center solutions are based on our Message Video Phone ("MVP") platform, which has been designed from the ground up, specifically for today’s mobile and distributed workforce. In addition, our differentiated open platform Application Programming Interfaces (“APIs”) enable seamless integration with third-party and custom software applications. These integrations improve business workflows resulting in higher employee productivity and better client and customer service.
RingCentral offers three key products in our portfolio, including:
•RingCentral Office, a Unified Communications as a Service ("UCaaS") platform, including team messaging, video meetings, and a cloud phone system;
•RingCentral cloud Contact Center as a Service ("CCaaS"); and
•RingCentral Glip ("Glip"), our new branded video meeting solution with team messaging that enables smart video meetings that was launched in 2020.

6 **Primary Contact Name**

Primary Contact Name

Naveed Husain

7 **Primary Contact Title**

Primary Contact Title

Vice President Vertical Programs

8 **Primary Contact Email**

Primary Contact Email

naveed@ringcentral.com

9 **Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

6506671056

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

6506671056

11	**Primary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 6506671056
12	**Secondary Contact Name** Secondary Contact Name Marc Lambert
13	**Secondary Contact Title** Secondary Contact Title AVP Major
14	**Secondary Contact Email** Secondary Contact Email marc.lambert@ringcentral.com
15	**Secondary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8167592796
16	**Secondary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8167592796
17	**Secondary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8167592796
18	**Admin Fee Contact Name** Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. Ross Gopert
19	**Admin Fee Contact Email** Admin Fee Contact Email ross.gompert@ringcentral.com
20	**Admin Fee Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7204654794
21	**Purchase Order Contact Name** Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Theresa Runkle

22	**Purchase Order Contact Email** Purchase Order Contact Email theresa.runkle@ringcentral.com
23	**Purchase Order Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 6507816171
24	**Company Website** Company Website (Format - www.company.com) https://www.ringcentral.com
25	**Federal ID Number** Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) [redacted]
26	**Primary Address** Primary Address 20 Davis Drive
27	**Primary Address City** Primary Address City Belmont
28	**Primary Address State** Primary Address State (2 Digit Abbreviation) CA
29	**Primary Address Zip** Primary Address Zip 94002

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Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

RingCentral, RCLEC, software-as-a-service, SaaS, cloud, cloud solution, communicate, collaborate, cost-effective, workforce, mobile, PBX, voice, video, text, SMS, desktop, web conferencing, contact center, API, seamless, integration, professional services, implementation, location independence, device independence, scalability, softphone, cost-of-ownership, work together, work from anywhere, business communications, platform, Video & Team Messaging, business phone system, RingCentral Office, Contact Center, Glip, Engage Digital, Engage Voice, persist, redundancy, fail-over, SLA, 99.999, business cloud communications, Message Video Phone, conferencing, communicate, collaborate, connect, any mode, any device, any location, Unified Communications as a Service (UCaaS), Contact Center as a Service (CCaaS), video meetings, team messaging, Smart Video Meetings, COVID, productively engage, cloud-based communications, carrier-grade, five nines reliability, Gartner Magic Quadrant, security, reliability, Avaya, Atos, Alcatel-Lucent, AT&T, HIPAA, FERPA, COPPA, CCPA, TCPA, FCC, student personal data, PII, Cloud PBX, Microsoft Teams, Avaya Cloud Office (ACO), Atos Unify Office (UO), Alcatel-Lucent Rainbow Office, subscription, telephone, soft phone, fax, headsets, connected campus, NICE inContact, VoIP, contact tracing, free, chat, internet, ethernet, zoom, Office 365, privacy, virtual classroom, SOC 3, hybrid learning, teach, learn

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Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

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Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

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Company Residence (City)

Vendor's principal place of business is in the city of?

Belmont

34

Company Residence (State)

Vendor's principal place of business is in the state of?

CA

35

Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

5%

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Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

Yes

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TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

39	**Yes - No** Do you offer additional discounts to TIPS members for large order quantities or large scope of work? Yes
40	**Years experience in category of goods or services** Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information. 20
41	**Resellers:** Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). Yes
42	**Pricing discount percentage are guaranteed for?** Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? YES
43	**Right of Refusal** Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? Yes
44	**NON-COLLUSIVE BIDDING CERTIFICATE** By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45	**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?** Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form No
46	**Filing of Form CIQ** If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? *No response*
47	**Regulatory Standing** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
48	**Regulatory Standing** Regulatory Standing explanation of no answer on previous question. No response required
49	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50	**Suspension or Debarment Instructions** Instructions for Certification: 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51	**Suspension or Debarment Certification** By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” 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. By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes

52	**Non-Discrimination Statement and Certification** In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations. Yes

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

55

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

56	**2 CFR PART 200 Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
57	**2 CFR PART 200 Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree? Yes
58	**2 CFR PART 200 Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act? Yes

59	**2 CFR PART 200 Procurement of Recovered Materials** 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 CFR part 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. Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above? Yes
60	**2 CFR PART 200 Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor agree? Yes
61	**2 CFR PART 200 Domestic Preferences for Procurements** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does vendor agree? Yes

62	**2 CFR PART 200 Ban on Foreign Telecommunications** Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor agree? Yes

63	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above

64	**If you answered "I HAVE lobbied" to the above Attribute Question** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

65	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES

66	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES

67

Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

Yes

68

Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator’s fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

69

Remedies Explanation of No Answer

No response required

70	**Choice of Law** The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas. Do you agree to these terms? Agreed
71	**Venue, Jurisdiction and Service of Process** Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas. Do you agree to these terms? Agreed
72	**Infringement(s)** The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor’s performance of contracts awarded and approved. Do you agree to these terms? No

73 **Infringement(s) Explanation of No Answer**

Indemnification by RingCentral is offered per this provision (extracted from Section 11 of RingCentral's Master Services Agreement furnished with RingCentral's proposal pursuant to the Supplemental Agreement provision (deviation) in the TIPS Vendor Agreement):

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

74 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

75 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

76	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have ”covered” employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

77

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

78	**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

79	**Texas Government Code 2270 Verification Form** Texas Government Code 2270 Verification Form If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf I swear and affirm that the above is true and correct. YES

80	**Logos and other company marks** Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

81

Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

82

Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

no response required

83

Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

No

84

Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

(1) re: Vendor Agreement -- Refer to the section titled "General Information". RingCentral proposes inserting as the first (1st) paragraph as the third (3rd) sentence to read: "Vendor's RingCentral Master Services Agreement (MSA) is attached to and incorporated into this Vendor Agreement, and the terms and conditions contained in the MSA shall apply to this Agreement except as may be expressly changed or modified by this Agreement. The MSA provides the basis for terms and conditions governing the purchase of services and related products by TIPS Members from Vendor under the contract award resulting from RFP 210303 Telephone and Communications Data Systems and Solutions." RingCentral is attaching the MSA as an integral part of its proposal under item 9 "Supplementary" under the "Response Attachments" tab.

(2) re: Vendor Agreement -- Refer to the section titled "Assignments of Agreements". RingCentral proposes continuing the first sentence with: ... provided, however, that Vendor may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

(3) re: Vendor Agreement -- Refer to the section titled "Insurance Requirements". RingCentral proposes deleting the last sentence "Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.". Vendor's practice of providing a Certificate of Insurance is the standard industry practice.

85

Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

86

If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response required

87

Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".
Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

88

Required Confidentiality Claim Form

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

89	**Choice of Law clauses with TIPS Members** If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect. Agreed
90	**Venue of dispute resolution with a TIPS Member** In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties. Agreed
91	**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity** This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate. Agreed
92	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
93	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
94	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

95	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Southwestern University	Todd K. Watson	tkw@southwestern.edu	(512) 819-7333
Bernalillo County,	Julian Sanchez	julianS@bernco.gov	(505) 910-4168
Northbrook Public Library	Kate Hall	khall@northbrook.info	(847) 272-7084
Dybcabvukke, Texas	Tracy R. Beekman	n/a	(972) 780-5087

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: **RingCentral, Inc.**
(Name of Corporation)

I, Bruce Johnson certify that I am the Assistant Secretary of the Corporation
(Name of Corporate Assistant Secretary)

named as OFFERER herein above; that

Naveed Husain
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as
Vice President, Vertical Industry Program
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

DocuSigned by:
Bruce Johnson
6D1B303BD5CB418...
SIGNATURE

4/9/2021
DATE

TIPS RFP # 210303

Required Confidential Information Status Form

RingCentral, Inc.

Name of company

Naveed Husain, Vice President, Vertical Industry Program

Printed Name and Title of authorized company officer declaring below the confidential status of material

20 Davis Drive	Belmont	CA	94002	650.472.4100
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission**. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature DocuSigned by: C40F1AE02F7946B... Date 4/9/2021

2021 BUSINESS PROPOSAL

RESPONSE TO
The Interlocal Purchasing System (TIPS)
RFP 210303 Telephone and Communications Data Systems and Solutions

RingCentral, Inc.
20 Davis Drive, Belmont, CA 94002 – USA

Contact:
Naveed Husain
Vice President Vertical Programs
650.667.1056
naveed@ringcentral.com

April 16, 2021

RingCentral

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Value to Region 8 ESC: 4

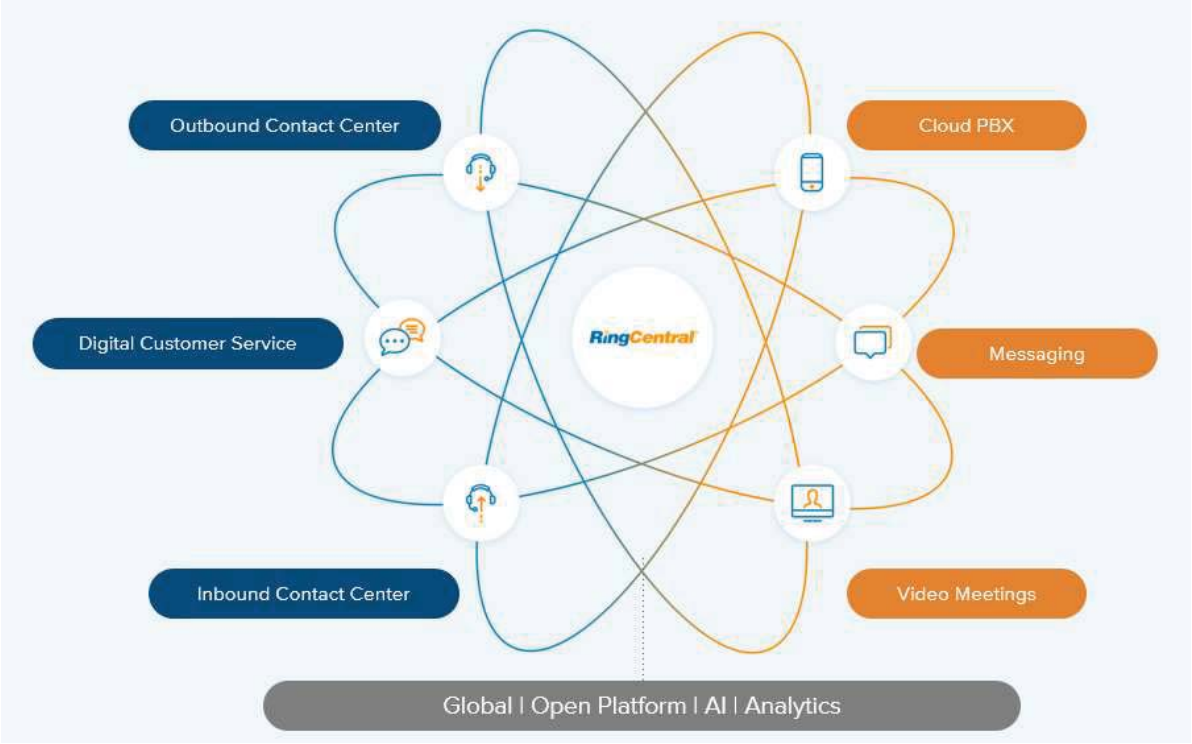
Executive Summary

RingCentral is excited about the opportunity to work with TIPS/Texas Region 8 Education Service Center (Region 8 ESC) to provide a comprehensive, complete web-based meeting, webinar, conference, contact center, and trade show programs solution through the RingCentral' offerings. In addition, RingCentral has also included white label offerings from Avaya ACO and ATOS Unify-cloud-based contact center and business communication solution that will unify your locations, employees, and devices under one solution. The RingCentral platform is an award-winning solution providing unparalleled flexibility, ease of use, and ease of administration. We believe that RingCentral's extensive cloud experience will deliver a great modernization opportunity for Region 8 ESC, with meaningful qualitative and measurable quantitative benefits to operations and economics. And all of this will be supported by our world class round-the-clock support and carrier grade infrastructure.

Our Offering:

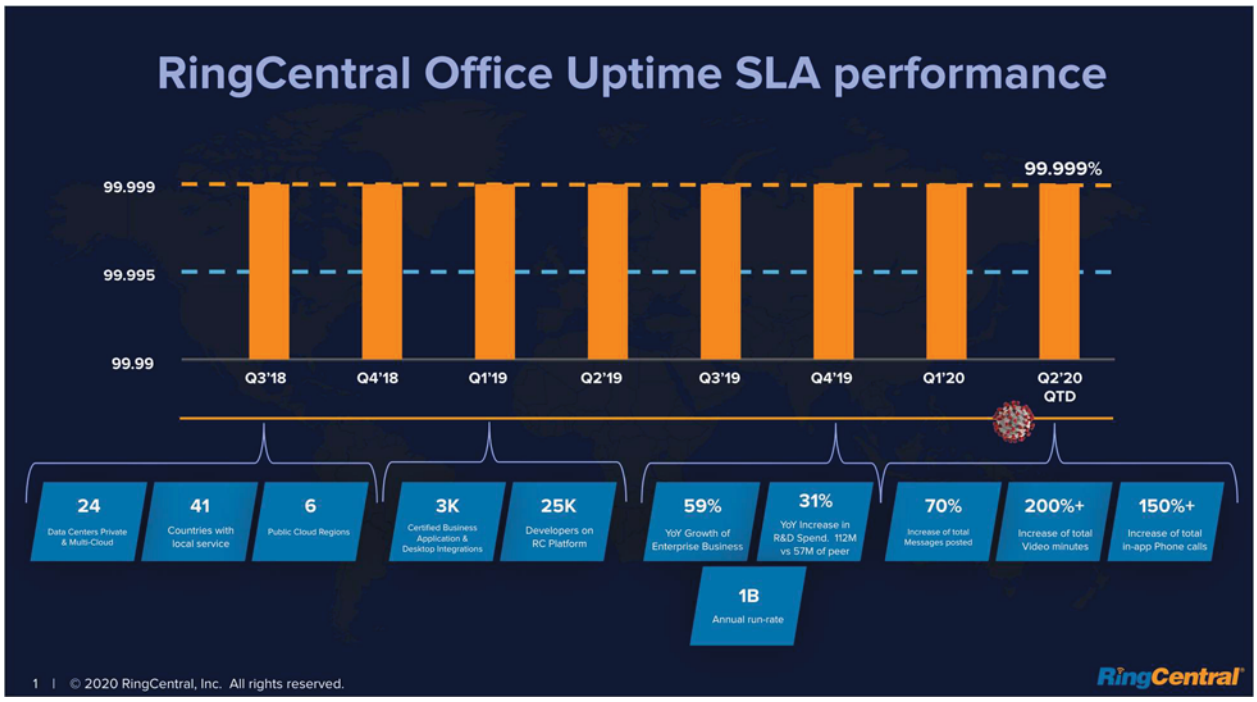
For Region 8 ESC, our proposed solution includes RingCentral's market leading Unified Communications as a Service and Contact Center as a Service, with the ability to receive market leading professional services to ensure your organizations have a seamless implementation. It is RingCentral's goal to help organizations achieve greater speed to innovation. Our services are delivered and fully supported with industry-leading service level agreements or SLAs.

The only provider to be recognized as a leader by all five major UCaaS and CCaaS analyst firms, our software is helping higher education improve their users' experience with a unified suite of omni-channel routing, workforce optimization, analytics, and voice as a service – delivered on an enterprise-grade open cloud platform. We've built a complete platform that intelligently routes all of your customer interactions, integrates with leading CRMs, helps you schedule and improve your workforce, and analyze trends.



Here are just a few highlights of our award-winning platform:

- **Uptime and SLAs**: RingCentral offers financially-backed 99.999% Service Uptime, as well as financially-backed SLAs for voice-quality.



- **Scalability**: RingCentral's multi-tenant network is designed with 2x capacity built in, allowing our customers to double in size overnight if need be with no issue.

- **Data Centers**: RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations. RingCentral's major data centers are located on the East and West Coasts of North America. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters.

  Within each major data center, RingCentral provides high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of RingCentral's service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data - including service configurations, messages, etc. - is fully replicated across RingCentral's data centers in real time. PSTN access is ensured through the purchase of connectivity from multiple Tier 1 global telecommunications providers at each data center.

- **Connectivity and Bandwidth**: Our customers may connect to RingCentral via Over-the-Top (using public internet), or by private connection such as SD-WAN or MPLS.

  RingCentral provides you with reliable, high-quality service. Your local network, Internet connection, and router devices all contribute to overall call quality. To help you manage your call quality, RingCentral offers tools to check your Internet connection speed, and instructions to configure the Quality of Service (QoS) settings of your routers. As part of our Network assessment, we will be able to suggest any additional requirements.

- **Security**: RingCentral's network and application perimeter are protected with firewalls and session border controllers. Administrative access requires authenticating through a production VPN gateway, then authenticating to local infrastructure systems. Only authorized personnel are given access to the production environment. Technology layers include intrusion detection systems, system logs, and fraud analytics. Operational processes include system and service-level monitoring, system hardening, change management, and regular vulnerability scans.

  RingCentral is SSAE16 SOC2 Type II compliant. We can provide the SOC2 report after an NDA is signed.

  Our data centers are SSAE16, SAS70 & ISO 27001 compliant.

- **Professional Services**: The Professional Services organization will help Region 8 ESC successfully plan, design, and deploy. We have expertise in every step of the deployment ranging from planning and designing, implementation to project management, ongoing support, and consulting. RingCentral Professional Services also offers the best practices and tools for customer-specific needs which results in a project and implementation that is fine-tuned to optimize performance, accelerate return on investment and ensure successful end-user adoption.

- **Maintenance and Support**: RingCentral provides proactive notifications for upcoming releases. In addition, your Customer Success Manager (CSM) details these in regularly scheduled meetings.

  Maintenance and support of the system and hardware (phones provided by RingCentral) are included free of charge with 24/7 coverage. Software upgrades to the RingCentral system are always included free of charge.

  All phones purchased from RingCentral including soft endpoints come pre-configured and provisioned. Soft end points on tablets, desktops, and mobile devices simply need to be logged into.

  RingCentral provides a 24 x 7 x 365 customer care with a "follow-the-sun" model with an internal support Organization, resolving 90% of support cases with "at the first support tier level without escalation". Majority of customer cases are resolved within one business day, depending upon the priority, severity, and nature of the problem.

RingCentral customers are notified by email of issues and outages affecting their service. Customers are also notified when the issue is resolved, what the issue was, and how it was resolved.

Additionally, RingCentral Provides a way for our customers to purchase enhanced enterprise technical services to assist in change-management, knowledge transfer and speed to value.

Value to Region 8 ESC:

By partnering with RingCentral, not only will TIPS Region 8 ESC adopt a communication platform that delivers the mission-critical foundational features necessary to meet the needs and demands of your customers, but you will also gain the ability to provide differentiated value to your customers by leveraging advanced functions to drive an increase in agent efficiency and effectiveness, improved speed and agility, and drive incremental revenue growth and customer satisfaction.

With RingCentral, we improve customer communications by bringing together Contact Center and Unified Communications capabilities. This provides agents with tools for messaging, knowledge sharing and video to improve their interactions with customers. In addition, RingCentral is a Competitive Local Exchange Carrier with our own global network which enables us to deliver a true end to end solution for TIPS Region 8 ESC.

Furthermore, forging a partnership with RingCentral provides additional unique benefits including:

- **Partner with the Fastest Growing and Largest Cloud Communications Company**: Since the public launch of RingCentral Office in 2009, we have revolutionized how companies of all sizes are deploying communications solutions across all the enterprise. Our ease of administration, rich feature set, and simple all-inclusive pricing have disrupted the industry, resulting in the fastest company growth in the category, and a strong public market performance (listed RNG on the NYSE). We are best positioned to help TIPS Region 8 ESC capitalize on the seismic shift of business communications moving to the cloud.
- **Undisputed Product Leadership**: RingCentral pioneered cloud-based business communications and now offers the most comprehensive collection of capabilities including a fully featured Cloud PBX, Contact Center, Web Meetings, Audio and Video Conferencing, Team Messaging and Collaboration, Fax, SMS, and more. As such, we have been recognized by many leading analysts including earning the Leader in the 2015, 2016, 2017, 2018, 2019, & 2020 Gartner Worldwide Magic Quadrant Report https://www.ringcentral.com/lp/gartner-magic-quadrant.html (figure below) as well as the Market Leadership Award from Frost & Sullivan for 2014, 2015 & 2019 and UCaaS Company of the Year Award for 2016 & 2017 https://www.ringcentral.com/lp/frost-and-sullivan-UCaaS-Radar.html. We also have numerous reviews and awards from respected publications including PC Magazine Editor's Choice in 2015 and 2016 as well as the 2016 and 2019 Internet Telephony Product of the Year award from TMC.

Magic Quadrant

Figure 1: Magic Quadrant for Unified Communications as a Service, Worldwide

Source: Gartner (November 2020)

- **Cloud Platform Excellence**: RingCentral has invested over 10+ years in R&D developing the RingCentral Connect Platform and is this market's first open communications platform. Our extensive feature support and rich set of open APIs allows for rapid integration with carrier OSS/BSS systems as well as customization of services and capabilities that leverage our collection of endpoints and apps. We also have several integrations with other leading SaaS providers including Microsoft, Google, Salesforce, Box, Dropbox, ServiceNow and many others. Uniquely, we enable our customers to use our open APIs to develop custom integrations that leverage the full power of the RingCentral Connect Platform. Our strong commitment to rapid innovation coupled with our substantial R&D organization and continued technology investment allows us to continue to drive the state-of-the-art in cloud platform technology. RingCentral is architected and able to maintain and upgrade the system with no scheduled downtime, enabling us to commit to 99.999% SLA on platform availability.

RingCentral is the #1 Cloud-Based business phone system trusted by over 400,000 companies to provide high-quality business VoIP services. We are the fastest growing company in the industry and have held an A+ rating with the Better Business Bureau for the past 9 years. As the largest hosted-VoIP provider, RingCentral handles over 4 billion minutes of voice traffic annually.

RingCentral is the only UCaaS provider to have leadership or top rank recognition by four major analyst firms:

- Gartner has placed RingCentral as a Magic Quadrant Leader for five years running, 2015, 2016, 2017, 2018, 2019, and 2020.
- TMC Unified Communications Product of the Year Award, 2014, 2017, 2018 and 2019
- IHS Markit has placed RingCentral as a Leader in the 2017, 2018 and 2019 North American UCaaS Scorecard Report
- Aragon has placed RingCentral as a Leader in The Aragon Research Globe for Unified Communications and Collaboration, 2017, 2018 and 2019

A full listing of RingCentral awards and recognition is available at: https://www.ringcentral.com/whyringcentral/awards.html.

RingCentral's recognition for these above awards are a result of our world-class Network Operations Center (NOC) which is monitored 24x7 by highly skilled engineers. Maintaining a 24x7 world-class NOC is an investment not found amongst all cloud-based business phone systems, but we consider it to be crucial in delivering the utmost in voice quality and reliability.

RingCentral

RingCentral, Inc. Warranties

1. RingCentral Warranty

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of the Vendor Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer.

2. For RingCentral Furnished Products

2.1. Definitions

a. Where used in this Section 2:

i. "**Customer**" means you or any of your subsidiaries purchasing Product from RingCentral.

ii. "**Contract Date**" means the date upon which a Purchase Order is accepted by RingCentral.

iii. "**Products**" means the hardware, software, or any combination thereof, and related documentation, identified in the Website, https://www.ringcentral.com/office/voip-phone.html which are made available for purchase and/or license by Customer pursuant to a Contract. Products shall be new or like-new, unless Customer requests refurbished Product. RingCentral will fulfil Purchase Orders for refurbished Product to the extent RingCentral has refurbished Product available.

iv. **"Purchase Order"** means Customer's submission of a written or electronic order for Products through the Website or other documentation indicating name, quantity and pricing of Products to be purchased.

v. "**Supplier**" means the supplier, licensor, publisher, manufacturer or other third party provider of Products.

vi. "**Website**" means the portal hosted by RingCentral through which Products are made available for purchase.

b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term “including” will always be deemed to mean “including, without limitation”, (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in these Conditions are for convenience only and shall not affect the interpretation of any terms.

2.2. Product Warranty.

a. Customer understands that RingCentral is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier’s licensing terms. RingCentral will pass through to Customer all warranties that RingCentral is expressly authorized by the original Supplier to pass through to Customer.

b. RingCentral represents and warrants that title to all Products shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and RingCentral does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

2.3. Product Warranty Assistance.

a. For all Returned Products (whether pursuant to a Warranty Claim or otherwise) RingCentral will, on the Customer’s behalf, initiate an RMA request with Supplier. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an “**RMA**”).

b. Customer shall immediately notify RingCentral if any Products supplied to Customer prove to be defective in quality or condition within the Supplier’s warranty period (the “Claim”). Upon receipt of notification of such Claim, RingCentral shall notify Customer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through RingCentral. In the event the Claim must be handled

directly between Customer and Supplier, RingCentral shall provide contact information to enable Customer to contact Supplier. In the event the Claim will be handled by RingCentral, then RingCentral shall provide Customer with a return material authorization ("RMA") for Customer to return the Products to RingCentral, and Customer shall return such Products to RingCentral in accordance with these Conditions and RingCentral's then current RMA policy (which shall be made available to Customer upon request).

c. No Products may be returned to RingCentral without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. RingCentral shall not be obligated to ship replacement Products to Customer until RingCentral is in receipt of the original Products being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the Product by Customer, RingCentral shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement Product to Customer. Replacement Product may be new or used. After the first ninety (90) days from receipt of the Product by Customer, and unless otherwise directed by RingCentral, the Customer must contact the Supplier directly for any warranty repair or replacement services.

d. During the first ninety (90) days after Customer's receipt of the Product, RingCentral is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.

e. Customer agrees that RingCentral's sole liability to Customer regarding any Product defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer's receipt of Product, RingCentral's liability to Customer regarding any Product defect claims is limited to and is expressly contingent upon RingCentral's ability to obtain a refund, credit or replacement Products from the Supplier. RingCentral has no obligation to accept a return of Products where the Customer fails to comply with Supplier's policy on Product returns.

f. RingCentral shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier's Product documentation, modification or alteration not authorised by Supplier, or use in conjunction with a third party product. RingCentral reserves the right to determine whether any Products are defective.

2.4. Product Warranty Returns.

a. Any Products returned pursuant to an RMA issued by RingCentral must be shipped to RingCentral within seven (7) working days of the date of such RMA. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange.

b. Customer irrevocably authorizes RingCentral to carry out any necessary tasks related to the repair or replacement of Products on behalf of Customer under these Conditions.

c. Unless RingCentral collects Products using its own carrier, Customer agrees that RingCentral shall not be liable for any loss or damage to Products returned to RingCentral.

3. Limitations

a. RINGCENTRAL'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT THESE CONDITIONS AND ANY CONTRACT FOR THE SALE AND PURCHASE OF PRODUCTS HEREUNDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). RINGCENTRAL SHALL HAVE NO LIABILITY UNDER THESE CONDITIONS OR ANY CONTRACT IF RINGCENTRAL HAS NOT RECEIVED PAYMENT OF THE TOTAL INVOICE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.

b. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, RINGCENTRAL AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, DAMAGE TO REPUTATION OR GOODWILL, OR ANY MATTER BEYOND ITS REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF

RINGCENTRAL, ITS EMPLOYEES, AGENTS, SUPPLIERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT HEREUNDER, EVEN IF RINGCENTRAL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES.

c. Nothing contained herein shall be construed as excluding or limiting RingCentral's liability for death or personal injury caused by RingCentral's negligence, or willful misconduct.

OVERVIEW
RingCentral is a leading provider of Unified Communications as a Service (UCaaS) with unified voice, video meetings, team messaging, digital customer engagement, and integrated Contact Center as a Service (CCaaS) for enterprises globally. More flexible and cost-effective than legacy on-premises systems, the RingCentral platform empowers employees to work better together, from any location, on any device, and via any mode to serve its clients and customers, improving business efficiency and client / customer satisfaction.
https://www.ringcentral.com/why-us-enterprise.html
https://www.ringcentral.com/office/industry-solutions/education-cloud-phone-systems.html
https://www.ringcentral.com/legal/childrens-privacy-notice-school-parental-notification.html
https://www.glip.com/?bmid=RCUS_INTDOMAINS

PRODUCTS/SERVICES
Office, either:
- RingCentral Office
- Avaya Cloud Office (ACO) by RingCentral
- Atos Unified Office (UO) by RingCentral
- Alcatel-Lucent Enterprise Rainbow Office by RingCentral

Empower your business with messaging, video meetings, calls, and fax from anywhere, on any device. RingCentral's Office portfolio provides a complete business communications and collaboration solution that is flexible and completely scalable, so it can grow and adapt to meet your organization's ever-evolving needs.

RingCentral Team Messaging
RingCentral Team Messaging allows staff to simplify their workflow with team messaging, file sharing, and task management—all in one place. Create dedicated threads with coworkers and external teams for any project or topic. Plus, start a video meeting or phone call with one click—right from the app.

RingCentral Video
RingCentral Video is a modern online meetings experience powered by the market-leading RingCentral unified communications platform. It combines high-quality video, audio, screen sharing, and team messaging into a collaborative online meeting hub that sparks conversations and fuels ideas—anytime, anywhere, on any device.

RingCentral Phone
RingCentral Phone is a complete business phone system that allows organizations to get their business number up and running in minutes and start taking calls on any device. With RingCentral phone users can route calls, send business texts, check voicemail, and more with carrier-grade reliability.

RingCentral Contact Center
RingCentral Contact Center is an ideal solution for organizations that need to increase client and customer satisfaction and improve agent performance. By integrating market-leading cloud inbound CC, workforce optimization, and unified communications (UC) solutions into a single suite to simplify contact

center management, RingCentral Contact Center allows organizations to focus on delivering excellent client / customer experience (CX).

RingCentral Engage Voice
RingCentral Engage Voice is the most comprehensive outbound and blended cloud contact center platform, which allows organizations to reach and engage their audience to create lasting and profitable relationships. Dialers supercharge sales and collections, shifting agents from spending the majority of their time making calls to connecting with clients, prospects and customers. RingCentral also offers many risk mitigation features to help with TCPA compliance strategies.

RingCentral Engage Digital
RingCentral Engage Digital makes it easy for organizations to meet clients and customers wherever they are online. Agents can interact with clients and customers on over 20 digital channels from a single interface. Leveraging an AI based smart routing engine, it aggregates all incoming messages, filters out the noise, and creates a comprehensive digital profile of the client / customer across all digital identities to unify digital conversations on a single thread. RingCentral Engage Digital increases agent retention, agent productivity and makes it easy to respond to the changing client and customer preferences to communicate digitally.

RingCentral

4/6/2022

John Lucas, Senior Account Exec
Connect with Me: 813-328-2488 John.Lucas@RingCentral.com

Presented to: City of Lauderdale Lakes

PRICE QUOTE ***Pricing valid for sixty(60) days***

Service Price - 60 Month/Purchase Phones					
Description	**Qty.**	**List Unit Price**	**Discounted Unit Price**	**RingCentral MONTHLY**	**RingCentral ANNUAL**
RingCentral Office - Standard Licenses (includes unlimited efaxing)	**108**	~~$29.00~~	**$13.00**	**$1,404.00**	**$16,848.00**
VoIP Softphone, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax	**108**	***Included***	***Included***	**Included**	**Included**
Limited Extension License (Faxing, Paging, etc.)	**10**	**$13.99**	**$6.99**	**$69.90**	**$838.80**
Local & Long Distance for US & Canada	**UNLIMITED**	***Included***	***Included***	***Included***	***Included***
Compliance and Administrative Cost Recovery Fee	118	$3.50		$413.00	**$4,956.00**
E-911	118	$1.00		$118.00	**$1,416.00**
RingCentral Office Grand Total				**$2,004.90**	**$24,058.80**

Invoicing begins immediately upon order and account activation

Tax exemption of State & Local taxes pending RingCentral approval of tax exempt certificate

Phone Hardware-One Time Purchase				
Description	**Qty.**	**List Unit Price**	**Discounted Price**	**Total Cost**
Executive Sets:				
Yealink T57W	**20**	~~$269.00~~	**$162.00**	**$3,240.00**
Basic Sets:				
Yealink T46U	**90**	~~$189.00~~	**$137.00**	**$12,330.00**
Attendant Station				
Yealink T46S W/Add-On Module	**1**	~~$289.00~~	**$174.00**	**$174.00**
Conference Stations:				
Yeahlink CP930	**7**	~~$639.00~~	**$576.00**	**$4,032.00**
Monthly Total for Phone Hardware				**$19,776.00**

^Shipping & Handling quoted as an estimate. Subject to change based on Scope of Work

Professional Services REMOTE OPTION (one-time fee/purchase)				
Description	**Qty.**	**List Unit Price**	**Discounted Unit Price**	**Total for Units**
Professional Services - REMOTE Project Management, Implementation, & Training*	**118**			
Total for Professional Services REMOTE Implementation				**$0.00**

*Subject to change based of final Scope of Work

PRICING VALID FOR 60 DAYS

RingCentral

RC Professional Services

8005 South Chester Street, Suite 200
Denver, CO 80112
650 781 4638
indy.decroos@ringcentral.com

ESTIMATE

City of Lauderdale Lakes
4300 NW 36th St.
Lauderdale Lakes, FL 33319

ESTIMATE NO:02423270
DATE: April 6th, 2022
EXPIRATION DATE: May 6th, 2022

PHASES	
Name	**Phase Total**
Phase 1 Standard Remote Delivery - 204 seats/endpoint- Planning & Design, System integration testing, User acceptance testing, Web-based Training, Network Assessment, Number porting & Remote Go-live support.	$12,240.00
Per User Pricing (Basic Remote) Remote Build and Delivery of RingCentral Office - Up to 3 Locations	
Phase 2 (2) End-user trainings + (1) Admin training	$1,600.00
Training - RingCentral MVP: Admin Basics (English) This course will introduce attendees to the admin interface for managing users, phone system routing, and reports. Duration: 1 hour, 50 minutes. Prerequisite(s): RingCentral Office system should be implemented and operating with data to review Course Objectives: - Build and manage basic call flows. - Manage users, phones, devices, and basic settings. - Manage moves, adds, changes, and deletes.	

PHASES	
Name	**Phase Total**
Training - RingCentral MVP: User Basics (English) This course introduces users to performing daily tasks with RingCentral. Duration: 50 minutes. Course Objectives: - Activate and manage your RingCentral phone extension. - Make, receive, and manage calls from any device. - Schedule, host, and join a RingCentral audio or video conference. - Collaborate with colleagues or clients via individual or team chats.	
Grand Total	**$13,840.00**
*excludes taxes and fees	

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2022-047 ACCEPTING THE FISCAL YEAR 2020/2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT

Summary

This resolution accepts the City's Fiscal Year 2020/2021 Annual Comprehensive Financial Report.

Staff Recommendation

Background:

Staff recommends the City Commission accept the Fiscal Year 2020/2021 Annual Comprehensive Financial Report.

In accordance with Section 3.15 of the City of Lauderdale Lakes' Charter, the City Commission shall provide for an independent annual audit of all City accounts and may provide for such more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City government or its officers.

Funding Source:

There is no financial impact associated with this agenda item.

Fiscal Impact:

N/A

Sponsor Name/Department: Asheley Hepburn MPA, Director, Financial Services Department

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
	Resolution 2022-047 - Accepting the Fiscal Year 2020/2021 Annual Comprehensive Financial Report	Resolution

RESOLUTION 2022-047

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA ACCEPTING THE FISCAL YEAR 2020/2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT PREPARED BY THE CITY'S AUDITORS, HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 218.39, Florida Statutes and Section 3.15 of the City of Lauderdale Lakes Charter, municipalities, including the City of Lauderdale Lakes, are required to have an annual audit performed by an independent certified public accounting firm;

WHEREAS, the City of Lauderdale Lakes has received its Fiscal Year 2020/2021 Annual Comprehensive Financial Report from the independent auditors, HCT Certified Public Accountant and Consultants, LLC, for the period of October 1, 2020, through September 30, 2021; and

WHEREAS, City Staff recommends that the City Commission accept the Fiscal Year 2020/2021 Annual Comprehensive Financial Report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. ACCEPTANCE OF AUDITOR'S REPORT: The City Commission of the City of Lauderdale Lakes hereby accepts the Fiscal Year 2020/2021 Annual Comprehensive Financial Report prepared by HCT Certified Public Accountant and Consultants, LLC.

SECTION 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Asheley A. Hepburn, Financial Services Director

VOTE:

Mayor Hazelle Rogers	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Marilyn Davis	____ (For)	____ (Against)	____ (Other)
Commissioner Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Beverly Williams	____ (For)	____ (Against)	____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement: Yes

Title

RESOLUTION 2022-048 AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT TO ACCEPT GRANT FUNDING FROM THE CHILDREN SERVICES COUNCIL OF BROWARD COUNTY FOR THE IMPLEMENTATION OF THE 2021 "MOST" CAMP PROGRAM IN THE AMOUNT OF $117,345 FOR THE PERIOD OF MAY 1, 2022, THROUGH AUGUST 31, 2022, TO PROVIDE FOR SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; PROVIDING FOR A CITY MATCH IN AN AMOUNT NOT TO EXCEED $14,805

Summary

This resolution authorizes the City Manager to enter into an agreement and accept grant funding from the Children Services Council (CSC) in the amount of $117,345.00 for the implementation of the 2022 Summer "MOST" Camp Program for the period of May 1, 2022 through August 31, 2022. The Children Services Council agreement requires a City match in the amount of $14,805.

Staff Recommendation

Background:

The City of Lauderdale Lakes has received Children Services Council funding for Summer Camp Programming for several years. The proposed FY 2022 grant award is $114,345.00 for the period of May 1, 2022 through August 31, 2022.

The Children Services Council Summer "Most" grant will benefit the City by providing a summer camp experience by supplying funding for staff, field trips, cultural art activities, supplies, and educational materials for program implementation. The Summer "Most" Camp places emphasis on enhancing participant's academic, physical and social achievements. The academic components of the camp program allow students to maintain and/or enhance their educational achievement levels over the summer months. The Summer "Most" Program offers Project Based Learning academic enhancement activities taught by certified teachers using approved CSC curriculums. Campers will have scheduled sports and fitness activities to combat Childhood Obesity. In addition to sports and fitness, each child will partake in a Swim Central Water Safety course for drowning prevention. Also, the program includes a full range of cultural and interactive activities to improve the camp participants social skills and exposure to arts, culture and music.

Funding Source:

Children Services Council Summer "Most" Grant; General Fund

Fiscal Impact:

Sponsor Name/Department: Treasa Brown Stubbs, Director of Parks and Human Services

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
🗋	Resolution 2022-048 - MOST Program	Resolution
🗋	Exhibit A - Agreement	Exhibit

RESOLUTION 2022-048

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES; PROVIDING FOR THE CITY'S ACCEPTANCE OF GRANT FUNDING FROM THE CHILDREN SERVICES COUNCIL OF BROWARD COUNTY PROVIDING FOR THE IMPLEMENTATION OF THE 2022 MAXIMIZING OUT-OF-SCHOOL TIME ("MOST") PROGRAM, CONTRACT NUMBER 17-4201 ("AGREEMENT"), IN THE AMOUNT OF ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED FORTY-FIVE AND NO/100 ($117,345.00) DOLLARS, FOR THE PERIOD OF MAY 1, 2022, THROUGH AUGUST 31, 2022, TO PROVIDE FOR SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; PROVIDING FOR A PARTIAL CITY MATCH OF AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND EIGHT HUNDRED FIVE AND NO/100 ($14,805.00) DOLLARS; A COPY OF SAID AGREEMENT IS ATTACHED HERETO AS **EXHIBIT A,** AND A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") has received funding from the Children Services Council of Broward County ("CSC") for summer camp programming for several years by and through the CSC Summer Maximizing Out-of-School Time ("MOST") Grant ("Grant");

WHEREAS, for fiscal year 2022, the City Staff deems it in the City's best interest and recommends that the City enter into Contract No. 17-4201 ("Agreement") with CSC in order to receive the Grant in the amount of One Hundred Seventeen Thousand Three Hundred Forty-Five and No/100 ($117,345.00) Dollars which amount provides funding for the implementation of the 2022 Summer Most Camp Program for the period of May 1, 2022 through August 31, 2022 ("Program");

WHEREAS, the receipt of the Grant is contingent upon the City's agreement to provide matching funds for the Program in an amount not to exceed Fourteen Thousand Eight Hundred Five and No/100 ($14,805.00) Dollars;

WHEREAS, the Grant from the CSC will benefit the City residents, families and student population by providing a summer camp experience through funding support for camp staff, field trips, supplies, and educational materials for the Program implementation;

WHEREAS, the Program places an emphasis on enhancing participants' academic, physical, and social achievements;

WHEREAS, the academic components of the Program allow students to maintain and enhance their educational achievement levels over the summer months. The Program offers project-based learning academic enhancement activities taught by certified teachers using approved CSC curricula. Program participants will also have daily scheduled sports and fitness activities to help combat childhood obesity;

WHEREAS, in addition to sports and fitness, each participant will partake in a Swim Central Water Safety Course for drowning prevention, as well as cultural, art, music programs and interactive activities to improve the social skills of participants;

WHEREAS, City staff has deemed it to be in the best interest of the City residents, families and the student population to accept the CSC funding to provide a positive, safe environment for youth that enhances academic achievement, supports social and physical development, and strengthens youth relationships with adults and peers, within the context of their families, schools and communities;

WHEREAS, the CSC Agreement ensures and confirms that during the COVID-19 health emergency, child to staff ratios, square footage for programming, and other material requisites relating to serving children shall be in accordance with local and Broward County Emergency Orders and State Executive Orders pertaining to COVID-19;

WHEREAS, the City further deems it prudent and in the City's health and welfare interest to contribute matching funds not to exceed Fourteen Thousand Eight Hundred Five and No/100 ($14,805.00) Dollars;

WHEREAS, the fiscal impact of the Agreement will be absorbed by the Grant and the City's General Fund; and

WHEREAS, there is adequate funding in the Fiscal Year 2022 Budget's General Fund to provide the requisite matching funds for the Agreement in an amount not to exceed Fourteen Thousand Eight Hundred Five and No/100 ($14,805.00) Dollars.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby approves and authorizes the City Manager to execute Contract No. 17-4201 with the Broward County Children Services Council in substantially the form as attached hereto as Exhibit "A" and incorporated herein by reference, and accept the corresponding grant funds in the amount of One Hundred Seventeen Thousand Three Hundred Forty-Five and No/100 ($117,345.00) Dollars for the implementation

of the Program, and provide matching funds in an amount not to exceed Fourteen Thousand Eight Hundred Five and No/100 ($14,805.00) Dollars in accordance with Contract No. 17-4201.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City Manager, is hereby instructed to obtain five (5) fully executed copies of the Contract with three (3) to be delivered to CSC, with one (1) to be maintained by the City, and with one (1) to be directed to the Office of the City Attorney; and further to take any and all action necessary to effectuate the intent of this Resolution.

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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Treasa Brown Stubbs, Assistant City Manager/ Director of Parks and Human Services

VOTE:

Mayor Hazelle Rogers	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Marilyn Davis	____ (For) ____ (Against) ____ (Other)
Commissioner Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Beverly Williams	____ (For) ____ (Against) ____ (Other)

AGREEMENT

between

Children's Services Council of Broward County

and

City of Lauderdale Lakes

For

City of Lauderdale Lakes	**17-4201**
PROGRAM	**CONTRACT NUMBER**

This Agreement, entered into this **1st day of May 2022,** by and between the CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY, an independent special tax district of the State of Florida, hereinafter referred to as "CSC," and City of Lauderdale Lakes, hereinafter referred to as "PROVIDER."

WHEREAS, this Agreement will enable PROVIDER to provide services, not otherwise funded by any other public funding source; and WHEREAS, funding given to PROVIDER has been found and declared to be for a public purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and agreed, the parties agree as follows:

1. TERMS OF AGREEMENT

The term of this agreement shall be for the period of **May 1, 2022, through August 31, 2022.** The Agreement may not be renewed for an additional term. The current period shall be referred to as the "Agreement Term."

PROVIDER understands and acknowledges that the funding will only be for the Agreement Term stated herein. This Agreement may be terminated with cause or without cause in accordance with the provisions contained in the Termination of Agreement and Notice section of this Agreement

2. SCOPE OF WORK

A. PROVIDER agrees to provide the services and meet the performance measures set forth in Exhibit A, Scope of Work.

B. Emergency Actions and Emergency Contract Changes: In the event of an immediate danger to public health, safety or welfare or in the event of substantial loss to CSC, the President/CEO is authorized to take such actions as the President/CEO deems reasonable or necessary in the circumstances, including without limitation, amendments, changes, waivers, suspensions, delays, terminations, etc. in then-existing awards, contracts, CSC policies and procedures, etc.; provided the

circumstances of such emergency and such emergency actions are documented to the Council at the next meeting. In connection therewith, the President/CEO shall establish an equitable process for the review and consideration of requests by vendors or persons impacted by such emergency actions.

C. PROVIDER agrees to attend seminars and/or training sessions as requested by CSC staff.

D. PROVIDER agrees to comply with the Program Review/Reporting Requirements specified in the Program Review, Required Records, and Reports section of this Agreement.

E. Background Screening: All staff who have contact with clients, their records, or supervise such individuals, must comply with Level 2 background screening and fingerprinting requirements in accordance with DCF screening requirements and all applicable federal, state, county, city, and other government agency background screening requirements. The program must maintain staff personnel files, in accordance with the state retention schedules, which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. PROVIDER shall re-screen each employee, volunteer, and/or subcontractor every five years.

An **Attestation or Affidavit of Good Moral Character**, as applicable, must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children.

3. ORDER OF PRECEDENCE

The Bid Solicitation and PROVIDER Proposal Response are hereby incorporated by reference as a part of this Agreement in the following Order of Precedence: Executed Contract, Bid Solicitation Requirements, PROVIDER Application for Funding.

4. FUNDING AND METHOD OF PAYMENT

A. The annual maximum amount payable by CSC to PROVIDER for the period of **May 1, 2022, through August 31, 2022** shall be **$117,345** ("Contract Amount").

B. The PROVIDER agrees to provide a CSC-required Match in the amount of **$14,805** for the period of **May 1, 2022, through August 31, 2022**.

C. The CSC agrees to pay for units of service or other deliverables actually provided, invoiced and documented as specified in Exhibit A, Scope of Work. An original invoice, in the format prescribed by the CSC, is due on or before the tenth (10th) day of the month following the month in which services were rendered. CSC agrees to reimburse PROVIDER on a monthly billing basis.

In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms as prescribed by CSC. Invoices and/or documentation returned

to PROVIDER for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. CSC shall pay PROVIDER within thirty (30) calendar days of receipt of PROVIDER'S properly submitted invoice.

D. The PROVIDER shall submit the invoice for the end of the CSC'S fiscal year, for payment to the CSC no more than fifteen (15) days after the last day of the month the contract is terminated. If the PROVIDER fails to do so, all rights to payment are forfeited and the CSC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the PROVIDER are received by the CSC and any necessary adjustments thereto have been approved by the CSC.

E. In the event this Agreement provides for more than one service or program, the CSC Programs Manager may shift funding between services and/or program(s) components, at any time, upon written notice to PROVIDER; however, the Programs Manager may not increase funding in excess of the Contract Amount and the total of these adjustments shall not exceed twenty percent (20%) of the total Contract Amount.

F. Submission of accurate, timely documentation and other requested information as required by CSC shall be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to PROVIDER for corrections may not be considered as submitted and shall be cause for delay in receipt of reimbursement.

G. **PROVIDER attests to CSC that no other reimbursement is available or used for invoiced services unless expressly authorized by CSC.** This Agreement specifically excludes Medicaid covered services provided to Medicaid certified clients. PROVIDER shall bill and pursue collection of third-party and client payments (where applicable) for services rendered under this Agreement. In the event CSC pays PROVIDER for a service that later becomes eligible for Medicaid or other third-party coverage, then PROVIDER agrees to deduct the amount paid by CSC on its next invoice. In the event the PROVIDER has submitted a final invoice, PROVIDER shall reimburse CSC in the amount received by Medicaid or other third-party payor within (30) days of receipt of that Medicaid payment. Additionally, the PROVIDER must note in the client file the date when clients become eligible for Medicaid or other third-party payor. PROVIDER shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any service covered by this Agreement, and shall make all such records available to CSC upon request. PROVIDER shall report such fees; reimbursement, compensation or funding to CSC for such payments received which will be deducted from PROVIDER'S invoices.

H. Capital equipment is defined for the purpose of this agreement, as items with an acquisition cost of $1,500 or more and a life expectancy of more than one year. Capital tangible property purchased by contracted agencies, as permitted in the budget, is intended for CSC funded programs. CSC will work with the agency to tag the asset and to receive all information regarding the capital tangible property. Should a program not continue beyond the time that the equipment is fully depreciated (i.e. computer is depreciated over 3 years), all capital tangible property purchased with CSC funds is considered to be owned by the CSC and will be returned for use by another funded

program. The contracted agency must initiate return of such capital tangible property to the CSC Programs Manager and the CSC MIS department. Ownership of the capital tangible property used by the contracted agency after the equipment is fully depreciated reverts to the contracted agency and will be removed from the CSC'S fixed asset system.

I. PROVIDER shall submit a W-9 IRS form providing the name, address and Federal I.D. Number of the official payee to whom payment shall be made.

J. It is PROVIDER'S responsibility to advise the CSC Programs Manager, in writing, of changes in name, address and/or telephone number.

5. PROGRAM REVIEW, REQUIRED RECORDS AND REPORTS

A. PROGRAM REVIEW:

PROVIDER agrees:

1. To assign appropriate staff as necessary to attend meetings with CSC staff to discuss issues and recommendations concerning quality of service, service delivery systems, coordination of services, consumer satisfaction, records maintenance, funding maximization, etc.

2. To provide full access at administrative and service delivery sites to CSC during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery, and consumer/PROVIDER staff interaction. CSC and PROVIDER shall maintain the confidentiality of Client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.

3. To make all records and files pertaining to Clients subject at all times to inspection, review and/or audit by CSC.

4. That, if documentation is not readily available, then payments may be suspended until such time as PROVIDER has rescheduled another program review appointment to occur within thirty (30) days.

5. To respond to any program review findings within the time frame specified therein, and that back-up documentation to be used to support the billings and outcomes provided shall be approved in writing by CSC staff.

6. That findings of program review reports, responsiveness to corrective action, and all the performance requirements of this Agreement and timeliness of requested information shall be considered factors in evaluating future funding requests.

7. To provide CSC access to records and client files developed relevant to this Agreement regarding assessment of Performance Measures beyond the expiration of this Agreement, in accordance with the state retention schedules, as may be applicable.

8. Any program review reports, evaluation reports and/or accreditation reports from other agencies or funding sources for similar services provided shall be submitted to CSC within thirty (30) days of receipt. Such reports shall be sent to the CSC Programs Manager.

9. If applicable, CSC and PROVIDER will execute a Business Associate Agreement in compliance with HIPAA (as hereinafter defined).

B. REPORTS:

PROVIDER agrees:

1. PROVIDER agrees to comply and participate in any data collection as required by the CSC. In the event that the PROVIDER is approached by a third party to participate in a program evaluation study of a CSC funded program, PROVIDER agrees to submit the request to CSC and obtain prior approval from CSC. If approved, PROVIDER agrees to furnish CSC with any and all related program evaluation reports.

2. Also, PROVIDER agrees to furnish CSC with any and all reports required in this Agreement within the accompanying time requirements as noted.

3. In the event services similar or identical to those covered under this agreement are purchased and/or subsidized in whole or in part by another public or private funding source, notice of funding specifics shall be submitted to the CSC Programs Manager.

4. **Statistical Demographic Report:** The PROVIDER agrees to maintain and report (where applicable) information on client demographics which includes last four digits of social security number, Broward County Schools student identification, age, gender, race, cultural influence, language spoken at home, country of birth, parental marital status, education levels and status in SAMIS or other format provided by, or approved in writing by, the CSC. PROVIDER agrees to track overall client household income, other benefits received, types of services provided, and other information as required by the CSC.

5. **Client Satisfaction Surveys**: The PROVIDER agrees to furnish the CSC with compiled results of any and all Client Satisfaction Surveys administered by the PROVIDER. Survey reports shall include the total number of surveys administered/mailed and the total number of surveys completed/returned. Upon CSC request, PROVIDER shall submit raw data from all administered Client Satisfaction Surveys.

   The CSC may, at its discretion, administer or require the PROVIDER to administer Client Satisfaction Surveys, as deemed necessary. PROVIDER shall provide necessary client information and facilitate the administration of client satisfaction surveys, as directed by the CSC.

6. **Client Performance Measure Data Reporting**: The PROVIDER shall submit Client Performance Measure data, in the format provided by the CSC, within time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measurement achievement. The report should also include any noteworthy activities that have occurred during the term of this Agreement and such other information as requested.

7. **Actual Expenditure Report**: The PROVIDER shall submit to the CSC an Actual Expenditure Report which reports by line item actual expenditures incurred in the performance of this contract. The report shall be submitted in a format to be provided by the CSC. Such expenditure information will be used to compile historical unit cost data and to analyze appropriate funding levels. Significant discrepancies between budgeted and actual costs may result in recoupment of funds. A final Actual Expenditure Report shall be submitted through SAMIS by the PROVIDER within sixty (60) days after the end of the contract.

C. OTHER REQUIREMENTS:

1. INTERNAL DOCUMENTATION

   PROVIDER agrees to maintain, in accordance with the state retention schedules, the following, as applicable: (1) Personnel files including hiring records, job descriptions, policies, evaluation procedures, and background screening results, (2) Authorized time sheets, records, and attendance sheets, (3) Daily activity log and monthly calendar, (4) Signature of person at sites authorizing presentations, (5) Training modules, (6) Pre and post session questionnaires, (7) Client information release form, (8) Community Resource Inventory Organizational Profile update, (9) Emergency Disaster Plan and (10) Such other information as requested by CSC. PROVIDER and its subcontractors will further provide service records as provided in Chapter 65E-14, Florida Administrative Code.

2. UNITS OF SERVICE

   PROVIDER shall document and maintain client records, in accordance with the state retention schedules, that reflect individual beginning and ending service times, dates of service and nature of service for all units of service provided under this Agreement.

3. TRACKING SYSTEM REQUIREMENTS

   PROVIDER shall comply with the CSC'S Services and Activities Management Information System (SAMIS), as applicable, identifying all Clients referred to and from the program(s) funded under this Agreement. This shall include, but not be limited to, client information related to client demographics, and identification, referral sources, performance measurement data, service provision data and fiscal activities for all programs funded under this agreement.

4. PRO CHILDREN ACT COMPLIANCE

   The PROVIDER shall comply with Public Law 103227 Part C Environmental

Tobacco Smoke, also known as the Pro Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor area routinely used or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education or library programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in the private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

5. REVENUE MAXIMIZATION DOCUMENTATION

PROVIDER agrees to comply with any and all reporting and documentation requirements necessary for eligibility for Federal, State and other match funding opportunities to CSC for services provided under this Agreement, e.g., Title IV-E of the Social Security Act, Temporary Assistance for Needy Families (TANF) Block Grant, Medicaid Targeted Case Management, etc.

The PROVIDER shall complete, as applicable, all necessary and appropriate forms for all clients served under this Agreement. This data will be used by the CSC in federal funding revenue maximization efforts. All eligibility information shall be reported to the CSC quarterly, unless otherwise specified by the CSC, and copies of all eligibility forms shall be retained in the individual client/family case files and available for unannounced review by the CSC. Such eligibility information shall not be used as a determination of client eligibility for program services funded under this Agreement.

6. TERMINATION OF AGREEMENT AND NOTICE

A. It is the intent of the CSC to assure consistent and orderly delivery of children's services. It is the further intent of the CSC to terminate Agreements only in those situations where such action is essential for the protection of its interest and the interests of children, as determined by the CSC.

B. This Agreement may be terminated by the PROVIDER without cause upon no less than **forty-five (45)** days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

C. This Agreement may be terminated by the CSC without cause upon no less than **forty-five (45) days** written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

D. In the event that funds needed to finance this Agreement become unavailable, the CSC may terminate the contract upon no less that twenty-four (24) hours notice in writing to the PROVIDER. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management to provide 30 days notice for Termination for Lack of Funds. The CSC

shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.

E. In addition to the rights set forth in sub paragraphs C and D above, this Agreement may be terminated by the CSC with cause upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC at its discretion may waive any breach by the PROVIDER in writing, but such waiver shall not constitute a waiver of any further breaches, including breaches of the same type.

F. The above provision shall not limit the CSC'S right to remedies at law or to damages.

7. AUDIT RIGHT AND RETENTION OF RECORDS

CSC shall have the right to audit the books, records, and accounts of PROVIDER that are related to the Scope of Work under this Agreement. PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Work under this Agreement. As defined in the Florida Single Audit Act, the PROVIDER agrees to allow the CSC, the comptroller, the Auditor General or other auditing body access to its records as required by the Florida Single Audit Act as set forth in §215.97, Florida Statutes, as may be amended from time to time.

PROVIDER shall preserve and make available, at reasonable times for examination and audit by CSC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CSC to be applicable to PROVIDER'S records, PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CSC'S disallowance and recovery of any payment upon such entry.

8. PUBLIC RECORDS LAW COMPLIANCE

CSC is a public agency in Florida and as such, PROVIDER'S records pertaining to this Agreement are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). PROVIDER is required to, and does hereby agree to, comply with all applicable public records laws, including, without limitation:

A. PROVIDER will keep and maintain public records required by CSC to perform the service hereunder;

B. Upon request from CSC'S custodian of public records, PROVIDER will provide CSC 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 Florida

Statutes Chapter 119 or as otherwise provided by law.

C. PROVIDER will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if PROVIDER does not transfer the records to CSC.

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

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CSC CUSTODIAN OF PUBLIC RECORDS AT (954) 377-1000; records@cscbroward.org; 6600 WEST COMMERCIAL BLVD., LAUDERHILL, FL 33319.

9. OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, studies, films, books, tapes, recordings, curricula, statistical compilations, materials, presentations, media materials, pamphlets, flyers, software and any other data and documents provided or created in connection with this Agreement (herein referred to as "Documents") are and shall remain the property of CSC. Upon termination of this Agreement, all documents prepared by PROVIDER, whether finished or unfinished, shall become the property of CSC and shall be delivered by PROVIDER to the CSC, at CSC request, within seven (7) days of termination of this Agreement by either party. Any compensation due to PROVIDER shall be withheld until all documents are received as provided herein. PROVIDER nor its officials, agents or employees shall cause the copyright or trademark of any Documents (as defined herein) that are provided or created in connection with this Agreement without the prior written approval of CSC, in its sole discretion.

10. INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor under this Agreement. Services provided by PROVIDER shall be by employees of PROVIDER and subject to supervision by PROVIDER, and not as officers, employees, or agents of the CSC. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of PROVIDER.

11. SUBCONTRACTING

PROVIDER shall not assign the responsibility of this Agreement to another party or subcontract for any of the work contemplated under this Agreement, without prior written approval of the CSC Programs Manager. No such approval by the CSC Programs Manager shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the CSC in addition to the total dollar amount stated in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the CSC shall deem necessary.

12. FINANCIAL STATEMENTS

A. Within 180 days of the close of its fiscal year, PROVIDER agrees to submit to the CSC a certified independent fiscal audit of all its corporate activities and any accompanying management report(s) issued in conjunction with the audited financial statements. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS). If PROVIDER is subject to an audit under the guidelines consistent with: 1.) Government Auditing Standards (GAS), issued by the Comptroller General of the United States; 2.) Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidelines"); or 3.) The Florida Single Audit Act, §215.97, Florida Statutes, and rules of the Auditor General of Florida, then a single bound report is to be provided to the CSC. Audit extensions may be granted in writing by the CSC Programs Manager upon receipt in writing of such request with appropriate justification by the PROVIDER.

B. As audited financial statements are annually reviewed utilizing the Financial Viability Test in the normal course of business, the fiscal viability status will be reassessed. Depending on the outcome, a fiscal sponsor may or may not be needed for the subsequent contract period.

C. Supplanting: The PROVIDER shall not use funds provided by the CSC to replace funds from other funding sources.

13. BOARD MEMBERS AND MEETINGS

Within 30 days of the effective date of this Agreement, PROVIDER will submit to the CSC a calendar of its scheduled Board meetings for the current fiscal year and an updated list of Board Members.

14. PUBLICIZING CSC SUPPORT

The PROVIDER shall make a concerted effort to promote the CSC and the PROVIDER as partners for these program services in accordance with CSC guidelines on "How to Acknowledge CSC Funding". PROVIDER shall identify the CSC'S support on its letterhead, agency newsletter, annual reports and any other printed materials, display CSC support through banners and flyers and utilize every reasonable opportunity to publicize the funding received from the CSC. CSC agrees to provide PROVIDER with a camera-ready logo for such use.

15. PUBLICATIONS

PROVIDER agrees to supply the CSC, without charge, up to three (3) copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by the CSC. PROVIDER agrees that the CSC will have unlimited use of copyrighted materials developed under this Agreement.

16. CONFIDENTIAL INFORMATION

The PROVIDER, its agents, employees or subgrantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations (45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

Written Statement of Purpose(s) for Collection of Partial Social Security Numbers:

In accordance with Florida Law, PROVIDER shall inform all CSC funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses partial social security numbers (last four digits) from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals from whom it collects a partial social security numbers with a copy of a written statement that includes the following:

> "The Children's Services Council of Broward County ("CSC") collects and uses partial social security numbers (last four digits) of participants of CSC-funded programs and the parents/guardians of such participants so that CSC may collect and use data from other agencies for comparison purposes in order for CSC to track and measure the impact of CSC-funded programs and services and to assist CSC with maintaining and improving successful programs and services. All individual information will be safeguarded and will not be disclosed. CSC'S collection of the partial social security numbers from its participants and the parents/guardians of such participants is imperative for the performance of CSC'S duties and responsibilities as prescribed by law. The partial social security numbers collected by CSC shall not be used by CSC for any purpose other than the purpose provided in this written statement."

17. NOTIFICATION FOR USE OF PARTICIPANT DATA

PROVIDER agrees to inform recipients of services of myriad uses of data by the CSC.

Written Statement of Purpose for Authorizing Collection of Data for Evaluation, Research, and Care Coordination

PROVIDER shall inform all CSC-funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses data from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals enrolled in their programs with a copy of a written statement that includes the following:

> "In order to continue funding programs like this one, Children's Services Council of Broward County ("CSC") and authorized users conducts research, evaluation and care coordination

to see how participants do while in the program, as well as after they leave the program. In addition to performance measurement data collected from participants in their program, CSC research staff may give participants additional surveys and assessments. CSC may also collect information on participants after they complete the program. The information collected after participants leave the program will come from county and state public databases like the Florida Department of Education, the Florida Department of Juvenile Justice, etc. CSC has created many safeguards to protect participants' privacy and to prevent unauthorized use or access to it. CSC is not allowed to release any of participants' personal information (Open Government Sunset Review Act; Section 119.15, F.S.) unless express informed consent is received from the parent or guardian of a participant under the age of 18 or from and adult participant over the age of 18 to release the participant's personal information to CSC'S PROVIDER to better meet the needs of the participant."

18. NOTIFICATION FOR USE OF PARTICIPANT EDUCATION RECORDS

This section is applicable to all programs that exchange any school-related data and/or information with the parent/guardian/caregiver, child, or school either formally or informally.

PROVIDER is required to inform recipients of services of myriad uses of education records by the CSC and to secure informed consent for the use of School Board of Broward County data.

A. School Board of Broward County Informed Consent for Evaluation, Research, and Care Coordination

PROVIDER shall request parental consent for CSC and/or PROVIDER to obtain education records for the purpose of evaluation, research, and care coordination (20 U.S.C SS 1232g(a)(4)(B)(iv); U.S.C SS 1232(b). Because CSC shares data from the School Board of Broward County (SBBC), Exhibit B of this Agreement includes the required informed consent form for release of SBBC data and sharing of information. When entering participant information into the SAMIS CDG module, PROVIDERS are now required to upload the signed Consent Form into SAMIS.

B. Provider Data Use Responsibilities

PROVIDER shall fulfill the responsibilities below regarding safeguarding educational records:

1. Request solely the specific education record(s) of the students that the PROVIDER is subcontracted to service, after the PROVIDER has obtained written signed consent from each student's parent/guardian or student 18 years of age or older.

2. PROVIDER shall have participant's parent/guardian or student 18 years of age or older complete the School Board of Broward County Informed Consent document in Exhibit B.

3. PROVIDER shall comply with the School Board of Broward County Confidentiality provisions: Notwithstanding any provision to the contrary within this Agreement, the PROVIDER shall:

a. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

b. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

c. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

d. safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

e. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

f. notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

g. fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

h. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

i. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

j. provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC

in resolving obligations associated with a security breach of confidentiality of education records; and,

k. securely erase education records from any media once that media equipment is no longer in use or is to be disposed of; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

4. All education records shall remain the property of SBBC, and any party contracting with SBBC and/or CSC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

5. PROVIDER shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

19. SECURITY OBLIGATIONS

PROVIDER shall maintain an appropriate level of data security for the information the PROVIDER is collecting or using in the performance of this contract. This includes, but is not limited to, approving and tracking all PROVIDER employees that request system or information access and ensuring that user access has been removed from all terminated PROVIDER employees. PROVIDER shall report any security breaches immediately to the CSC Programs Manager.

20. CLIENT RISK PREVENTION AND INCIDENT REPORTING

A. PROVIDER shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll- free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FLORIDA STATUTES, this is binding upon both the PROVIDER and its employees.

B. In the event of critical incidents such as serious client accident, injury or death, PROVIDER shall advise the CSC Programs Manager immediately by phone and in writing within twenty-four (24) hours. All pertinent information such as Agency Incident Reports, Police Reports, actions taken, etc., shall be furnished by the PROVIDER to

the CSC Director of Program Services within twenty-four (24) hours of the incident, or receipt of such information.

21. NONDISCRIMINATION

Programs receiving funding from the CSC shall not discriminate against an employee, volunteer, or participant of the PROVIDER on the basis of race, color, gender, sexual orientation, religion, national origin, citizenship, disability, or age except that programs may target services for specific participant groups as defined in the application. Additionally, agencies receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CSC, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment of persons with disabilities.

22. INDEMNIFICATION CLAUSE

Any PROVIDER who is a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any PROVIDER to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract or under this Agreement.

Any PROVIDER who is not a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, shall at all times hereafter indemnify, hold harmless and, at CSC'S option, defend or pay for legal representation to defend CSC, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees (including at all levels of appeal), court costs, and expenses, caused by negligent act or omission of PROVIDER , its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The provision of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CSC, any sums due PROVIDER under this Agreement may be retained by CSC until all of CSC'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSC. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

23. INTELLECTUAL PROPERTY RIGHTS

The PROVIDER will indemnify and hold harmless, CSC from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by CSC. If the PROVIDER uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with CSC.

24. INSURANCE

A. PROVIDER shall maintain in force for the term of this Agreement comprehensive general liability in the minimum amount of five hundred thousand dollars ($500,000) per occurrence bodily injury and property damage combined single limit. Such policy will be evidenced by a Certificate of Insurance which reflects CSC as an additional insured and provides thirty (30) days prior written notice of cancellation. The Certificate of Insurance shall also be in compliance with Florida Statute 440 (Workers' Compensation Law).

   Further, PROVIDER will maintain professional liability insurance in the minimum amount of five hundred thousand dollars ($500,000) for each claim, subject to insurance market availability and affordability. Such policy will be evidenced by a Certificate of Insurance which provides thirty (30) days prior written notice of cancellation.

   Each renewal of the respective Certificate of Insurance provided for above shall be submitted to the CSC. Failure to submit a current Certificate of Insurance shall result in suspension of any monies due and owing for any outstanding invoice of the PROVIDER by the CSC. PROVIDER shall submit a copy of their current Certificate of Insurance to the CSC when this Agreement is signed with renewals of same annually thereafter.

B. PROVIDER may provide this required insurance through a self-insurance program approved by CSC in its sole discretion.

25. FORCE MAJEURE

Delays in the performance of any obligation arising hereunder by any party shall be excused for so long as the delay of performance is a result of circumstances or occurrences of “Force Majeure” (as hereinafter defined) beyond the reasonable control of the party whose performance is excused hereunder, provided that such party: (i) shall immediately resume performance after the cause of the delay is removed; and (ii) shall during such delay be reasonably diligent in avoiding further delay. “Force Majeure Event” means an event which materially interferes with the ability of a party to perform its obligations or duties hereunder which is not within the reasonable control of the party affected, and which could not with the exercise of diligent efforts have been avoided, including, but not limited to, war, rebellion, hurricane, earthquake, pandemic, epidemic, fire, accident, strike, riot, civil commotion, act of God, changes in laws, rules, regulations, or any other

cause of any kind whatsoever which is beyond the reasonable control of a party, or any government response, reaction or restriction related to any of the foregoing.

26. AMENDMENTS: ASSIGNMENTS

A. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. However, the Programs Manager for the CSC may sign a modification, amendment or alteration to the terms and conditions of this Agreement where there is a change to Exhibit A, Scope of Work, to reduce the Contract Amount, or to change Performance Measures.

B. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of CSC. The PROVIDER herein shall not assign payments under this contract or agreement without the prior written consent of CSC.

27. WAIVER OR BREACH

Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

28. DEFAULT

In the event that the awarded PROVIDER(S) should breach this contract, CSC reserves the right to seek remedies in law or in equity.

29. REPRESENTATIONS AND ACKNOWLEDGMENTS

A. PROVIDER represents to CSC that upon the execution of this Agreement and continuing throughout the Agreement Term the following are true and correct. In the event that any of the following representations become at any time not true, the PROVIDER shall immediately provide written notice of same to the CSC Programs Manager.

1. There have been no events that could have a material effect on PROVIDER'S operations or financial stability.

2. PROVIDER has no knowledge of any violations of laws or regulations the effects of which should be considered by CSC prior to entering into this Agreement.

3. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.

4. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.

5. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where PROVIDER is operating a facility or providing a service where any type of licensure is required, including, but not limited to federal, state, county and local law.

6. PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CSC'S satisfaction for the agreed compensation.

7. PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PROVIDER'S performance and all interim and final product(s) provided to or on behalf of CSC shall be comparable to local state and national best practice standards.

B. PROVIDER acknowledges that:

1. Verification of liability protection, shall accompany this Agreement upon execution of this Agreement by PROVIDER.

2. Information, guidance and technical assistance offered by the CSC Programs Manager, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the CSC and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

30. PUBLIC ENTITIES CRIMES ACT

PROVIDER represents that the execution of this Agreement will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which generally provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSC, may not submit a bid on a contract with CSC for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSC, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with CSC, and may not transact any business with CSC in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this statute shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from CSC'S competitive procurement activities.

31. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed, and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Court in and for Broward County, Florida.

32. COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

33. SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CSC or PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

34. CIRCULARS, STATUTES, AND COMMON RULES

The source of the CSC'S funding is local dollars; thus the PROVIDER does not need to conduct a separate single audit under this contract. The PROVIDER shall use the following Circulars as a guideline for managing the CSC'S funding:

A. Uniform Guidance: The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

B. The Florida Single Audit Act, §215.97, Florida Statutes.

35. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Subject to and in accordance with HIPAA, both parties agree to satisfy the standard for personal health information contained in the federal and state statutes and regulations, including, without limitation, any regulations promulgated under HIPAA (Health Insurance Portability and Accountability Act), as applicable. It is expressly understood by the parties that where CSC is funding services, CSC personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude CSC from disclosing protected health information to report unlawful conduct in accordance with 45 C.F.R. 164.502(j) (as may be amended from time to time).

Where required, PROVIDER shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PROVIDER and/or CSC'S uses of client's PHI. The requirements to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by the Health Insurance Portability and Accountability Act or "HIPAA") exists between PROVIDER and CSC with regard to this Agreement; however if the Programs Manager subsequently determines that such a relationship exists, the parties agree to enter into an appropriate agreement using the form of such agreement to be provided by Programs Manager in his/her sole and absolute discretion at that time.

36. JOINT AND SEVERAL LIABILITY

If PROVIDER consists of more than one entity, each entity shall be jointly and severally liable and responsible for the performance of all obligations of PROVIDER hereunder.

37. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail, pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the Florida Uniform Electronic Transaction Act, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and to be valid and effective for all purposes. Each person executing and delivering this Agreement for a Party hereby represents and warrants that they have been authorized by such Party, and that they have the full power and authority, to execute and deliver this Agreement for such Party and that they personally have executed and delivered this Agreement (whether manually or electronically as stated above) for their respective Party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as evidenced by each signature.

This **36** page contract, inclusive of Exhibit A, Scope of Work, and Exhibit B, Informed Consent Process Authorizing Release of The School Board of Broward County Data, is hereby executed as follows:

Approved as to form by:

JOHN MILLEDGE, ESQ.
200 Las Olas Office Building
200 SW First Avenue, Suite 800
Ft. Lauderdale, FL 33301

_____
John Milledge, Esq.

In accordance with Florida Statutes Section 448.095, and under penalties of perjury, the undersigned contractor/PROVIDER swears and affirms that it has read the following statement and that it is true:

(a) Contractor/PROVIDER uses, and will use, the E-Verify system to verify the work authorization status of all newly hired employees, contractors, and subcontractors and of all employees, contractors, and subcontractors working on "federal contracts;"
(b) Contractor/PROVIDER does not, and will not, employ, contract with, or subcontract with an unauthorized alien;
(c) Contractor/PROVIDER has obtained, and will obtain, affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and
(d) Contractor/PROVIDER will maintain a copy of any such subcontractor affidavits for the duration of the applicable CSC contract.

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PROVIDER:
City of Lauderdale Lakes

SIGNED

BY: **Phil Alleyne**

NAME: _____

TITLE: **City Manager**

CSC:

SIGNED

BY: _____

NAME: **Dawn Liberta**

TITLE: **Chair**

Provider Federal Identification #: 59-0974050

Attachment: Exhibit A and B

Provider Witness (Finance Officer/Staff):

SIGNED

By:_____

NAME:_____

TITLE: _____

Provider Witness (Finance Officer/Staff):

SIGNED

By:_____

NAME:_____

TITLE:_____

Provider Federal Identification #: 59-0974050
Attachment: Exhibit A and B

If two witnesses above, then no notary attestation is required below.

Provide notary attestation for Provider's signature below:
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2021,

by _____ as _____

(Name of Signatory) (Title)

on behalf of _____.

(Name of Entity)

Personally known____ **OR** Produced Identification_____
Type of identification produced:
_____

(Seal)

_____
Notary Public – State of Florida

_____
(Name of Notary Typed, Printed, or Stamped)

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EXHIBIT A
SCOPE OF WORK

Agency Name: City of Lauderdale Lakes
Program Name: CSC Maximizing Out-of-School Time (MOST GP/Inclusion)
Contract #: 17-4201

I. Method of Service Delivery

The PROVIDER shall provide out-of-school time programming for elementary school age children which will:

> **Provide a safe, positive environment for children that enhances academic performance, supports social, emotional and physical development and strengthens positive peer relationships that contribute not only to children's satisfaction with programs, but also their academic performance, behavioral functioning, and social skills.**

As a CSC Maximizing Out-of-School Time (MOST) program, the program shall incorporate best practices and offer a safe, positive environment for children, including those with special needs. CSC MOST programs shall incorporate these research-based best practices:

- Qualified, enthusiastic, well-trained, and consistent staff.
- Physical and psychological safety of all children.
- Nutritious snacks and meals.
- Strong family involvement.
- Partnerships with children's schools.
- Acknowledgement and appreciation of diversity.
- Age appropriate opportunities for children to grow and learn including a focus on academic learning and youth development, the learning of new skills, and the exploration of new interests.

CSC MOST programs shall implement a **1:20 ratio** for general population children in kindergarten through the fifth grade and a **1:10 ratio** for general population children in pre-kindergarten. Ratios for children with special needs will be based on the individual populations within a program.

The PROVIDER shall provide best practice services that accomplish the following:

1. Children remain safe and do not experience a serious injury (requiring emergency room attention) nor abuse while in care.
2. Children improve basic academic skills.
3. Children increase their activity levels and improve their ability to make healthy nutritional choices.
4. Children improve their social skills and interaction with their peers and adults.
5. Children participate in the least restrictive environment in which they shall excel.
6. Children develop interests in different domains including, art, drama, problem solving and critical thinking skills, and participation in community activities.

<u>Important Note</u>: During the COVID-19 health emergency, child to staff ratios, square footage for programming, and anything else related to serving children must be in compliance with local COVID-19 Broward County and State guidance, which supersedes the "typical" CSC requirements outlined above. Number of children to be served and unit costs are subject to change based upon the health system guidance at the time of programming.

A. Desired Population

Desired populations for CSC Maximizing Out-Of-School-Time (MOST) programs are children who are enrolled in an education program and who are **NOT** participating/ enrolled in other child care arrangements, **AND** who are

(1) Typically developing children living in economically disadvantaged neighborhoods, in the General Population (GP), **and/or**
(2) Children with special physical, developmental or behavioral health needs who can be successfully included in a GP Program, **and/or**
(3) Children with special physical, developmental or behavioral health needs.

Wherever possible, programs will serve children in an inclusionary format that meets the needs of children of varying abilities and exceptionalities. The PROVIDER shall extend the concept of "inclusion" by providing services to children with disabilities during the course of administering CSC MOST programs to the general population; to the extent that services can be provided in a safe environment, and incorporating as many of the critical factors for successful inclusion as possible.

The PROVIDER shall provide services to the following population:

General Population (GP): Summer
MOST GP/Inclusionary programs must serve children ages 6 up to and including 12 attending and/or residing in the attendance boundary of a priority Title I school where 86% from low income families. Priority should be given to those children attending a priority Title 1 School List where 86% or more of the students qualify for Free or Reduced Lunch (Exhibit C).

B. Program Design

The schedule provides for a full-day program that can accommodate most working caregivers while offering a safe, well-structured and fun filled learning environment. This schedule further assists caregivers in maintaining their current work hours enabling them to earn income and provide for their family. Families with only one parent in the household are assured that their child is in a safe environment while they are at work. During summer camp hours, children will receive a healthy breakfast, lunch, and snack allowing a cost savings to parents and ensuring that their child is well cared for throughout the day.

The camp will be offered to children ages 6-12 held at Willie Webb Sr. Park. The predominant zip codes that will be served are 33319, 33309, 33311, and 33313 which are some of the most disadvantaged communities in Broward County.

1. Provision of Support Services

The City of Lauderdale Lakes recognizes the importance of offering more programming that will assist low income families in meeting their basic needs. The Parks and Human Services Department employs a Case Manager who is available to assist members of the community with locating financial assistance such as the Low Income Home Energy Assistance Program (LIHEAP) and Emergency Home Assistance Program for Elderly (EHEAP) or down payment assistance for housing. The Case Manager will be available to assist families enrolled in the Summer MOST Program. Additionally, the City maintains a relationship with Broward 211 First Call for Help to offer referral services that include mental health for youth, adults and seniors; housing assistance; a homeless helpline; the Safe Zone for gay, lesbian, bi-sexual and transgender youth and adolescents; parent support services and veteran services.

The City also has an ongoing partnership with the Broward County Library-Lauderdale Lakes Branch to provide free services that aide residents in job search and resume writing. Free computer classes and free internet services are also available to all members of the community. These services are offered at the City's Educational and Cultural Center.

Other services provided by the City include free transportation services through a community shuttle funded by Broward County Transit and a senior citizen's van funded by the Broward County Community Development Block Grant. The City hosts a number of food distributions through Farm Share and provides free meals to seniors through Broward Meals on Wheels. Lauderdale Lakes is also an Access Site assisting the community in applying Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) and Medicaid services. Women, Infants and Children (WIC) offices are also conveniently located within the City.

C. Service Delivery - *Core Services*

Program Services shall be provided to address the specific needs of clients. They shall include:

Service Name and Description
Supplemental Activities –Engaging supplemental activities (no worksheets) shall be offered as time allows, and delivered by creative and qualified staff members. Activities shall be inventive, engaging, incorporate the use of varied learning modalities, and fun. Examples of supplemental activities include: • Arts and Crafts • Chess • Building Blocks and Fine Motor Manipulatives • STEAM (Science, Technology, Engineering, Art, Mathematics) • Literacy Activities • Digital Game Based Learning

Project Based Learning – Project Based Learning (PBL) is the major focus in the summer. All academic components shall be included in the PBL lesson plan and shall be aligned with the Florida Standards. These include STEAM (Science, Technology, Engineering, Art and Math); Reading, Writing and Social Studies. There is no daily minimum time requirement for each academic component while incorporated into the Project Based Learning theme, but a minimum of two hours per day of PBL shall be offered daily. During the summer a community service initiative or a service learning project may be incorporated into the Project Based Learning.

Project based learning themes must be a minimum of one (1) week in length, but could be up to three (3) weeks.

Physical Fitness – A minimum of 40 minutes for every three and one-half (3 ½) hours of programming during the summer of structured physical fitness activities that meet the recreational needs of the population shall be offered daily. The SPARK curriculum shall be implemented a minimum of 60 minutes per day during the summer. Fitness activities shall be fun, engaging, and promote teamwork and cooperative play**.**

Drowning Prevention / Water Safety - Children shall attend 8-10 in-water, participatory safety lessons provided by Swim Central. The lessons shall expose children to water safety and swimming skills.

Nutrition – PROVIDERS are required to participate in the Summer Food Service Program (SFSP), administered by the Florida Department of Agriculture and Consumer Services (FDACS), if applicable. On summer days, breakfast or snack shall be offered in the mornings, lunch must be offered in the middle of the day, and a snack must be offered in the afternoons. Two of these three snacks/meals shall come through a federally funded program. The PROVIDER is required to have emergency food provisions onsite to be used as needed. The PROVIDER shall use mealtime as an opportunity to discuss nutrition and healthy lifestyle choices.

Social Skills Building – Social-emotional learning shall be utilized daily during the **summer**. Components related to social skills building shall be interwoven throughout the overall program design and follow the Promoting Alternative THinking Strategies (PATHS) curriculum. Social skills activities shall be presented interactively, creatively and in a way that will promote positive self-esteem, pro-social peer relationships, and good citizenship.

Family Involvement - A minimum of two (2) family involvement initiatives shall be incorporated in the summer.

Activities may include, but are not limited to: Back to Camp Family Orientation and a Family Fun Interaction Field Day.

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Cultural Arts Education and Enrichment Activities– An array of high quality opportunities and experiences that expose children to art and culture, music, social studies and science shall be offered weekly during the summer. The PROVIDER must use a minimum of three (3) Broward County cultural artists, which can be found in The Arts in Education Directory (http://www.broward.org/Arts/ArtsEducation/AIEDirectory/Pages/Default.aspx) maintained by the Broward County Cultural Arts Division. Activities may include off-site field trips and/or on-site shows or presentations. Cultural arts and enrichment Activities shall be offered weekly during the summer.

The PROVIDER shall ensure that a certified teacher instructs a maximum of thirty (30) children, alongside a staff member, during the Homework Help/Supplemental Activities component of afterschool and the summer Project Based Learning component to ensure a teacher to child ratio of 1:30. Smaller ratios for inclusion of children with special needs require CSC approval. A certified teacher is identified as a teacher with a current or prior five-year Professional Teacher Certificate or a current Temporary Teacher Certificate. During SPARK, Social Skills, and Cultural Arts and Enrichment Activities, and during all other activities a 1:20 staff to child ratio must be maintained. Ratios for children with special needs will be based on the individual populations within a program.

System of Care Support: The PROVIDER is encouraged to become actively involved with the Children's Strategic Plan (CSP) which brings together various entities to provide input and work collaboratively on system issues that impact children and their families.

D. Service Locations:

The PROVIDER shall provide program services at the following location:

Contracted # Served in Summer	Site/School Name	Street Address	City	Zip Code
115	Willie Webb Sr. Park	3601 NW 21st Street	Lauderdale Lakes	33311

Upon request, the PROVIDER shall provide the CSC a copy of the agreement for the use of space from the site location owner to the PROVIDER authorizing use of the site for the program. The PROVIDER shall obtain approval from the CSC in writing prior to any site change. Site changes are subject to CSC approval.

E. Dates/Days/Hours of Operation:

The PROVIDER shall operate the summer only program from **June 13, 2022 through August 5, 2022,** Monday through Friday with closures on June 17, in observance of the Juneteenth Day holiday and July 4 in observance of the Independence Day holiday. The hours of operation for summer days shall be from **7:30 a.m.** until **6:00 p.m.**

F. Schedule of Activities:

Each group or class must have a written and followed plan of scheduled activities posted in a

public location accessible to families. The written plan must list the activity, the day of the week, and the scheduled time frame.

II. Staff Qualifications

Staff positions, qualifications and duties shall be as follows:

# of Staff	Position	Education	Position Code	Experience	Duties	% of time devoted to the program
8 PT	Recreation Aide	High School Diploma	DS/P/Coun	Minimum 1 year experience in recreation programs with children	Direct interaction with and supervision of children.	100%
1 PT	Data Entry/ Receptionist	High School Diploma	AS	Minimum 1 year clerical experience, and Microsoft Excel knowledge	Accurately enter program attendance and statistical data into SAMIS platform.	100%
3 PT	Certified Teacher	Bachelor's Degree in Education from an accredited college or university and State of Florida Teaching Certificate	DS/Pf/Tch	A minimum of one year experience working with the proposed population or equivalent training.	Provide academic instruction in core subject areas, provide instruction in cultural enrichment activities, character building, and community service learning projects	100%
1 PT	Fitness Instructor	High School Diploma Fitness and/or Trainer Certification	DS/Pf/ Coun	Minimum 2 years in leading physical activities	Provide quality instruction in physical education using the SPARK curriculum.	100%
1 FT	Site Supervisor	Bachelor's Degree	PM	Minimum 3 years supervisory or teaching experience	Supervise staff, implement and plan program schedule and activities, and track and monitor daily attendance of participants.	100% Match
1 FT	Site Coordinator	Bachelor's Degree	PM	Minimum 2 years supervisory or teaching experience	Collect and compile required data and reports, supervise Recreation Aides and coordinate field trips and lunch distribution.	100% Match

The staffing chart and the aligned proposed budget are the basis for the Unit of Service cost in this contract. Any staffing pattern changes, differences in the corresponding salary/benefit costs, or prolonged vacancies must be reported to your CSC Programs Manager in a timely manner.

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Your contract and/or budget may be adjusted if there are significant divergences from the proposed staffing pattern.

It is understood that you may need to add temporary staff to the program to address prolonged vacancies or extended absences. Please note that the cost of adding temporary staff must not exceed the contract allocation. In the event that temporary staff are added to the program, all temporary staff must meet the contractual requirements in this contract, including background screening and model-specific training, as applicable. All temporary staff must receive appropriate supervision. The PROVIDER must notify the CSC Programs Manager when temporary staff are added to the program via completion of a Note to File request. Additionally, the PROVIDER must update Position Management in SAMIS with staff start and end dates.

III. General Operating Information

A minimum of **115** children shall be served during the summer.

Important Note: This Agreement is written based upon the assumption that at some time during the duration of the Agreement, it will be possible for Providers to resume "normal" pre-COVID-19 operations. However, for the duration of the COVID-19 health emergency, CSC reserves the right to approve the Provider using alternate methods of service delivery, such as virtual programming and/or hybrid programming (a combination of direct services and virtual services), and to revise the Provider reporting requirements (i.e. invoicing, performance measures) accordingly. Number of children/youth to be served and unit costs are also subject to change based upon any such changes.

Important Note: During the COVID-19 health emergency, ratios, square footage for programming, and anything else related to serving children and youth must be in compliance with local COVID-19 Broward County and State guidance, which supersedes the "typical" CSC requirements outlined in this Agreement. Number of children/youth to be served and unit costs are subject to change based upon the health system guidance at the time of programming.

A. SAMIS Data Integrity

The PROVIDER shall make every effort to maintain SAMIS data integrity. Maintenance of data integrity shall include information in the Case Data Gatherer (CDG), Fiscal, and Performance Measure (PM) modules.

Performance Measures (PM) Module: In the SAMIS PM module, each participant shall be attached to the appropriate PM service component. Test results for each participant shall be entered through the PM service component.

PM: Admin Point Board/Pod: The Admin Point Board and My Data Entry Pod on the Home Page of SAMIS should be accessed regularly to ensure proper data entry and to monitor data integrity. The Admin Point Board lists all participants within a program and identifies if they have been attached to a Service Component (SC) and Performance Measures (PM) have been entered at the time interval required. Data points at specific time intervals are identified as "On Time", "Late",

"Due Later", "Due Soon", "Missing", or "N/A". CSC's expectation is that all participants are attached to the Service Component and less than 5% of data points due are identified as "Missing" in SAMIS at any time.

Closing Cases: All cases must be closed in both the CDG and in the PM components of SAMIS upon the conclusion of services, with the appropriate termination reason. If a contract is terminating early, or if a contract is sunsetting, any remaining active cases shall be closed, with the effective date being no later than the last date on which the contract is active.

Reopening Cases: In the event that a child/youth leaves the program and comes back at a later date, or if a follow-up booster session is provided, the Provider shall reopen the old case by using the "CDG Actions: Copy closed case(s) to same program" feature. Under no circumstances shall the child/youth be reopened as a new case or as a new episode in the old case.

Student Identification Numbers (as applicable): To better measure the effectiveness of programs, the CSC collects Student Identification Numbers in SAMIS. When enrolling school-age children for CSC-funded programs, Providers shall request that a parent/guardian sign the School Board of Broward County Informed Consent Form (See Exhibit B) and obtain the Student Identification Number for enrollment in SAMIS. Providers are required to complete the School Consent section in the CDG for each participant in SAMIS, including uploading a PDF of their signed School Consent Form. If the Student Identification Number is unavailable or unknown or if the parent/guardian refused to sign the School Consent Form, Providers should note this on the child's registration/intake form, complete the School Consent section in the CDG by choosing "No", and enter a pseudo Student Identification Number into SAMIS following CSC guidelines. The School Consent Board/Pod should be accessed regularly to monitor the submission of School Consent Forms in SAMIS. CSC's expectation is that 95% of all participants in SAMIS have the School Consent Form section completed.

B. Dual Enrollment

Children who are participating in 21st Century Community Learning Center programs cannot be dually enrolled in any CSC MOST program occurring during the same time period.

C. Safety

No child shall be released to any person(s) other than the person(s) authorized by the parent/guardian.

IV. Units of Service

A. The Units of Service are defined as follows:

MOST – General Population/Inclusion

Non-School Day - GP (Unit type #9221):

One (1) unit of non-school day care is defined as six (6) or more hours per child per day during the summer. Attendance of each participant must be timed in and out in writing each day by an approved parent or parent designee. Days of Non-School Day, General Population, partial attendance of three (3) or more hours may be billed at a single partial rate of 50%, as needed for children attending a School Board sanctioned summer academic program.

Virtual Education Session (Unit type #9225): One (1) unit of Virtual Education Session is defined as one (1) hour per youth per day of virtual services. Attendance of each participant must be timed in and out. Partial attendance of one-quarter (1/4) or more hours may be billed at a single partial rate of 25% of the approved unit rate. In SAMIS, this Unit of Service (UOS) shall be attached to the Target Participant.

Outreach (Unit type #9164): One (1) unit of Outreach is defined as contact with an individual (e.g., parent, child's teacher) on behalf of a child which addresses needs, academics, or other issues related to the child. This unit may also be used to document delivery of food or academic materials to the youth. In SAMIS, this Unit of Service (UOS) shall be attached to the Target Participant.

B. The maximum number of units to be provided under this contract renewal agreement is as follows:

TBD Units of MOST Non School Day services [Unit type #9221 GP] at **$0** not to exceed **$0.**

Days of Non School Day, partial attendance of three (3) or more hours may be billed at a single subunit rate of 50%, or **$0** as needed for children attending a School Board sanctioned summer academic program.

TBD Units of Virtual Education Session services (Unit type #9225) at **$0** not to exceed **$0.**

Partial attendance of one-quarter (1/4) or more hours may be billed at a single partial rate of 25%, or **$0.**

TBD Units of Outreach services (Unit type # 9164) at **$0** not to exceed **$0.**

Total for all units of service for **FY 21/22** may not exceed: **$0.**

*Note that extended decimal places for unit amounts are necessary to account for partial units and ensure accuracy of dollar calculations.

IMPORTANT NOTE: # of TBD units are not being specified at this time. However, PROVIDER is required to document units of service provided under each applicable unit type and to record them in the Program Units of Service Activity Report.

V. Method of Payment

All payments shall be requested by the PROVIDER in the format prescribed by the CSC. CSC payment will be on a monthly basis, derived from PROVIDER invoices reflecting services delivered in accordance with the contract. Agencies will not be paid for clients who do not attend

sessions. Payment is contingent upon submittal of complete and accurate data in accordance with CSC requirements for the reporting of client and service data information. No invoices will be processed for payment if required backup documentation has not been provided in a complete and accurate manner in accordance with CSC Provider Guidelines. If the contract is with an agency which is subcontracting delivery of services to other PROVIDERS, the lead agency will be responsible for compiling all data necessary to submit a consolidated monthly invoice and required reports.

1. **Unit Costs:** Client services provided under this contract will be paid as Units of service at the rates and maximum amounts as defined in the Unit Amounts section. The maximum amount to be paid under this Scope of Work for units of service shall not exceed **$0**, as detailed in the Unit Amounts section.

2. **Value Added (#8020)**: Value added expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable value added expenditures in accordance with CSC PROVIDER Guidelines and the approved value added budget and value added budget narrative, hereby incorporated by reference. Only value added expenditures incurred on or after the contract effective date and on or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for value added expenditures shall not exceed: **$29,245.**

3. **Other Reimbursement (#8050)**: Other Reimbursement expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable other reimbursement expenditures in accordance with CSC PROVIDER Guidelines and the approved other reimbursement budget and other reimbursement budget narrative, hereby incorporated by reference. Only other reimbursement expenditures incurred on or after the contract effective date and or prior to the termination date of the contract are eligible for payment. Reimbursement shall be made for actual costs incurred by the PROVIDER, substantiated by actual cost documentation. The total maximum amount to be paid under this contract for other reimbursement shall not exceed: **$88,100.**

4. **Sliding Fee Scale:** In order to further the reach of CSC funding, the PROVIDER shall utilize the CSC's approved sliding fee scale. Collected fees shall be deducted from the invoice as third party payments. No child shall be denied services due to inability to pay. Fees may be waived based on documented individual circumstances.

5. **Registration Fees/Deposits:** In addition to the sliding fee scale, with CSC approval, PROVIDER may charge a one-time registration or membership fee to families participating in MOST afterschool and/or the summer programs. This fee shall not exceed $25 per family per school year for the afterschool program (includes afterschool, early release, and non-school days). For MOST summer programs, this fee shall not exceed $15 per family. MOST programs may charge a fee, not to exceed $10 per day, for non-school days during the school year. It is recommended that the PROVIDER develop an "Attendance Contract" with families to ensure regular attendance. All registration and membership fees must be deducted on the PROVIDER's invoice as a Third Party Reimbursement.

   Refundable deposits may be charged when used as a reservation fee for summer camp or non-school day services. This fee shall not exceed $30 for a single child or $50 for a

family. PROVIDER may not charge other additional fees to families receiving MOST services, such as non-refundable deposits. Fees may be waived based on documented individual circumstances. No child will be denied MOST services for inability to pay any fees.

6. **Match:** The PROVIDER agrees to match the dollar amount awarded by the CSC to the PROVIDER in an amount equal to the total approved match amount or the higher amount so specified in the Proposal. The match may be provided in the form of cash or in-kind contributions, in accordance with the approved budget, hereby incorporated by reference. In-kind contributions may only include a portion of staff salaries, volunteers, equipment, space and other in-kind contributions as agreed to in writing by the CSC. The PROVIDER shall provide proof of the match on or before the due date of the invoice(s). To the extent that the PROVIDER fails to provide such proof, then that amount shall be deducted from any amounts due and owing by the CSC to the PROVIDER under this contract or any other contracts between the parties. The total amount of Match to be applied to this Scope of Work shall be a minimum of 5% of the total reimbursed contract amount through the end of the contract term in accordance with the approved line item budget, hereby incorporated by reference.

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VI. PERFORMANCE MEASURES

The PROVIDER is required to submit participant performance measure data in the SAMIS Performance Measure (PM) Module within the time frames specified by the CSC. The PROVIDER shall also report any barriers and/or noteworthy activities experienced in performance measure achievement occurring during the term of this Agreement, as required. PROVIDERS will use the SAMIS Admin Point Board to ensure administration points are completed and service components are attached on time. Performance measures and related processes are subject to change at the discretion of the CSC in response to changes in service delivery (e.g., response to natural disasters or events that impact typical service provision).

DESIRED RESULT: Children will succeed in school.

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

KEY QUESTION	PERFORMANCE	COUNCIL GOAL	EVALUATION TOOL	ADMIN SCHEDULE
How Much Did We Do?	% of contracted children actually served	95%	SAMIS Data	Year-Round: Trimester Summer Only: Post
	% of funded allocation utilized	95%	SAMIS Data	Year-Round: Trimester Summer Only: Post
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits Reports	Annual Monitoring
	Level of Parent/Child Satisfaction	90%	Satisfaction Survey	Annual Monitoring
	Quality of Project Based Learning (PBL) Implementation	TBD	PBL Rubric	Summer Monitoring
	Data Integrity	95%	SAMIS Quality Assurance Report	Annual Monitoring
Is Anybody Better Off?	% of children not experiencing a serious injury (requiring emergency room attention), abuse or arrest report while in care, during the contract period	100%	Injury/Incident Reports	Year-Round: Trimester Summer Only: Post
	% of youth who improve homework completion **(For GP providers, Smith and Center for Hearing & Communication ONLY)**	75%	Parent satisfaction surveys administered by Council staff	School Year Survey
	% of children who improve academic performance and/or skills	70%	SBBC Academic Assessments (e.g., BAS, ELL)	Year-Round: Trimester Summer Only: Post
	% of improved social interactions (staff-child, child-child)	80%	CSC Social Skills Assessment	Year-Round Trimester Summer Only: Post

Important Note: Additional and/or substituted tools and data collection/entry procedures may be required by the Research and Planning Department.

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Summer Only Administrative Points:

The CSC Research Analysis and Planning Department will publicize the exact testing dates. The general guidelines for the testing dates and data reporting deadlines are as follows:

- Post-test scores will be used for Summer Pre-test scores.
- Summer Post-test to be administered two weeks prior to the end of the summer program as indicated by CSC.

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EXHIBIT B

Informed Consent Process Authorizing Release of The School Board of Broward County Data

CSC-funded *[insert name of program]* shall provide all parents/guardians or youth 18 years of age or older enrolled in their program with the following written statement that must be signed, retained by the Provider, and verified in CSC'S Services Activities Management Information System (SAMIS):

The program operated by [*insert name of Provider*] that your child participates in is funded by the Children's Services Council of Broward County (CSC). The CSC uses data from The School Board of Broward County (SBBC) to research and evaluate the success of the [*insert name of Provider*] at serving your child. To use SBBC data, the SBBC requires parents/guardians or students 18 years of age or older to read and sign the information below.

The School Board of Broward County Informed Consent

The SBBC shares data with the CSC, for the purposes of: **(1)** enrolling students into CSC programs; **(2)** researching and evaluating the effectiveness of CSC programs at improving student's school performance, behavior, attendance, graduation rates, and their transition to career pathways; and, **(3)** care coordination purposes. The shared education records include: **students' first and last names; student SBBC identification number; race; gender; disability; home language; country of origin; eligibility for free and reduced lunch; English proficiency; Florida student identification number; home address; attendance; schedule; grades; test scores; promotion status; risk assessment data; Career Technical Education credential attainment; suspensions and/or expulsions.**

The education records listed above will be disclosed by SBBC to the CSC and to [*insert name of Provider*] by CSC so [*insert name of Provider*] can effectively provide case coordination services to help students improve: school performance; behavior; attendance; graduation rates; and their transition to post-secondary opportunities.

Please sign only one of the two options (Grant Consent or Withhold Consent) below:

Grant Consent:
By signing below, the parent/guardian or student 18 years of age or older provides their expressed written consent for SBBC to disclose their education records pursuant in the paragraphs above.

_____ _____
Print Child's Name Child's Student ID Number

_____ _____
Parent Signature Date

Withhold Consent:
By signing below, the parent/guardian or student 18 years of age or older **DOES NOT CONSENT** SBBC to disclose their education records pursuant in the paragraphs above.

_____
Print Child's Name

_____ _____
Parent Signature Date

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2022-049 APPOINTING A MEMBER TO THE PLANNING AND ZONING BOARD

Summary

This resolution serves to appoint a member to the Planning and Zoning Board.

Staff Recommendation

Background:

The City of Lauderdale Lakes Planning and Zoning Advisory Board was created pursuant to Section 302.1 of the City of Lauderdale Lakes Land Development Regulations Code and further is comprised of five (5) members, each of whom shall be appointed by the mayor or city commissioner, and ratified by the City Commission, and each shall serve at the pleasure of the mayor or city commissioner appointing such member, respectively, in accordance with section 302.9 of the City LDRs

Currently, there is one vacancy on the Planning and Zoning Board and the City Commission desires to fill the vacancy in accordance with section 302.9 of the City LDRs.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 5/10/2022

ATTACHMENTS:

	Description	Type
🗋	Resolution 2022-049	Resolution
🗋	P&Z Applicant	Backup Material

RESOLUTION 2022-049

A RESOLUTION OF CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA, APPOINTING A MEMBER TO FILL A VACANCY ON THE CITY'S PLANNING AND ZONING BOARD; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes Planning and Zoning Advisory Board ("Board"), was created pursuant to Section 302.1 of the City of Lauderdale Lakes Land Development Regulations Code ("City LDRs") and further is comprised of five (5) members, each of whom shall be appointed by the mayor or city commissioner, and ratified by the City Commission, and each shall serve at the pleasure of the mayor or city commissioner appointing such member, respectively, in accordance with section 302.9 of the City LDRs;

WHEREAS, the Mayor and City Commissioners have respectively determined the appointment of certain members of the Board;

WHEREAS, currently, there is one vacancy on the Planning and Zoning Board and the City Commission desires to fill the vacancy in accordance with section 302.9 of the City LDRs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. APPOINTMENT OF BOARD MEMBERS: The Mayor and City Commission hereby approve the appointment of the member to the Planning and Zoning Board as follows:

Lauria Richardson Appointed by Commissioner Karlene Maxwell-Williams

SECTION 3. INSTRUCTIONS TO CLERK: The City Clerk is hereby instructed and authorized to undertake all such official actions as are necessary to effectuate this Resolution.

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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 10, 2022.

_____
HAZELLE ROGERS, MAYOR

ATTEST:

_____
VENICE HOWARD, MPA, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Venice Howard, MPA, CMC, City Clerk

VOTE:

Mayor Hazelle Rogers	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Marilyn Davis	____ (For)	____ (Against)	____ (Other)
Commissioner Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Beverly Williams	____ (For)	____ (Against)	____ (Other)

CITY OF LAUDERDALE LAKES
ADVISORY BOARD/COMMITTEE APPLICATION

Service on an Advisory Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Lauderdale Lakes. Please indicate your interest in serving on an Advisory Board and/or Committee by completing this application.

This application is for: ☒ New Appointment ☐ Re-Appointment

If you currently serve on a Board or Committee, please provide the name of the Advisory Board or Committee. _____

Please check the Advisory Board and/or Committee for which you wish to be considered:

☐ Beautification Advisory Board	☐ Military Affairs Board
☐ Budget Advisory Committee	☐ Parks and Recreation Board
☐ Economic Development Advisory Board	☒ Planning and Zoning Board *
☐ Historic Preservation Board	☐ School Advisory Board

**Per Section 112.317 Florida Statutes, Members of some Advisory Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name Lauria Richardson E-Mail Address: laurabcsncnw03@gmail.com

Residential Address 3701 NW 27 Court
Street Name

Lauderdale Lakes FL 33311
City State Zip

Daytime Number: 954-822-0749 Alternate Number Same

EDUCATION:

High School: Stranahan High School Location: Fort, Lauderdale
College (if applicable): Broward Community College Location: Davie FL
Years Completed: I Degree: Studied Business Administration
Other professional or technical training: Florida Metropolitan University / Fort Lauderdale Tech. Inst.

EMPLOYMENT:

Current or Last Employer: Retired
Address: _____
Position Held: _____ Years of Service _____

***

Please describe professional, voluntary or other experience that best qualifies you for the selected advisory board/committee:

Previously owned a housing Rehabilitation Company. Purchased, restored and resold single family homes in Broward County. Also worked for Adams Consulting Group as an Administrative Assistant. Business and Government Relations Consulting Firm. Organized and implemented events and public meetings, Over the years I have held various management and administrative positions.

If you are applying for an Advisory Board which has specific requirements, please explain how your experience and/or educational background meets the criteria (additional backup may be provided):

My previous experience as a home rehabilitation specialist provided me the opportunity to consult with contractors, building and zoning departments of various cities in which I purchased homes for resale. I am also a Strward of my church and was instrumental in the process of communication in the building of our 2.5 million dollar facility and is listed on the church Cornerstone. I am very active in the community and constantly advocating for the progress and empowerment of my community.

ACKNOWLEDGMENT *(Check Below)**:***

- [x] I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- [x] If appointed, I agree to faithfully and fully perform the duties **of the Board,** make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- [x] I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- [x] I understand that if I am appointed to the Planning and Zoning Board I may be required to have additional experience, education and knowledge related to planning, zoning, redevelopment or related disciplines.

Lauria Richardson

SIGNATURE:

Lauria Richardson — April 19. 2022

NAME (printed) — DATE

Please complete and return this information:
City of Lauderdale Lakes
City Clerk's Office
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
954-535-2705