

**UMATILLA CITY COUNCIL MEETING**  
**July 20, 2021, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

**Masks are highly recommended and a limited supply will be available. Social distancing will be observed. Overflow seating in room behind Chambers.**

***Pledge of Allegiance and Prayer***

***Please silence your electronic devices***

**Call to Order**

**Roll Call**

**AGENDA REVIEW**

**MINUTES REVIEW**

1 Minutes, City Council meeting July 6, 2021

**MAYOR'S MESSAGE**

**PUBLIC COMMENT**

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Board addresses such items during this meeting. Public comments are generally limited to three minutes.

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

2 Approval of Resolution 2021–17, Preliminary Fire Assessment Fee F/Y 2021-2022

**NEW BUSINESS**

3 Set Proposed Millage Rate for Fiscal Year 2021-2022

4 Approval of Piggyback Contract for ERP Software with Tyler Technologies

5 Change Order #1 Providing for Additional Funding to Support Mittauer & Associates Management of Grant Administration Services

**GENERAL DISCUSSION**

**REPORTS**

City Attorney

Mayor

Council Members

Staff Members

Police Activity Report

**CITY ATTORNEY**

7 City Council Vacancy due to Resignation of Council Member Laura Wright

8 Action to fill Vacated City Council Seat

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he 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.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

The City of Umatilla is an equal opportunity provider and employer.

**UMATILLA CITY COUNCIL MEETING**  
**JULY 6, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

The Pledge of Allegiance was led and Invocation given by Mayor Adcock.

The meeting was called to order at 6:00 p.m.

*IN ATTENDANCE:* Mayor Kent Adcock; Vice Mayor Laura Wright; Council Members: Katherine Adams, Brian Butler, John Nichols; Development and Public Services Director Aaron Police Chief Adam Bolton; Fire Chief Shane Lanoue; Interim City Clerk Gwen Johns City Attorney Kevin Stone; City Manager Scott Blankenship; Compliance Officer Misti Lambert

**AGENDA REVIEW**

No changes to the agenda.

**MOTION by John Nichols to approve the Agenda**

**SECOND by Brian Butler**

**Motion APPROVED by unanimous vote.**

**MINUTES REVIEW**

1 Minutes, City Council meeting June 15, 2021

**MOTION by Kaye Adams to approve the City Council minutes dated June 15, 2021;**

**SECOND by Laura Wright;**

**Motion APPROVED by unanimous vote.**

**PUBLIC COMMENT**

There were no public comments.

**CONSENT AGENDA**

2 Corrective Ordinances (1) 2020-M; (2) 2020-M-1 and (3) 2020-M-3, Roman Property  
3 Corrective Ordinances (1) 2021-C; (2) 2021-C-1 and (3) 2020-C-2, Lake Pearl Property  
4 Approval of the Amended and Restated Agreement with Stone & Gerken, PA  
5 One Team One Fight 4 PTSD 5k October 30, 2021  
6 Kiwanis 7<sup>th</sup> Annual 5k November 13, 2021

**MOTION by Laura Wright to approve all above listed Consent Agenda Items;**

**SECOND by Brian Butler;**

**Motion APPROVED by unanimous vote.**

**PRESENTATION**

7 Presentation of the City's Comprehensive Financial Assessment Report (CAFR)

Scott Blankenship, City Manager, asked Regina Frazier, Finance Director, to take the lead on this presentation. Ms. Frazier introduced Matthew Lee, McDirmit Davis, Accountants and Consultants.

Mr. Lee presented the City's CAFR. He stated the City of Umatilla receives an unmodified audit opinion, which is the highest opinion possible. Some recommendations were made for the improvement of internal controls.

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

8 Approval of Resolution No. 2021-16, Mid Year Budget Amendment

Kevin Stone, City Attorney, read Resolution No. 2021-16 by title only.

**RESOLUTION NO. 2021-16**

**A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2020-22 ADOPTED SEPTEMBER 22, 2020, TO PROVIDE FOR CHANGES IN THE FISCAL YEAR 2020-2021 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.**

Scott Blankenship, City Manager, asked Regina Frazier to take the lead on this agenda item.

Ms. Frazier stated as part of the budget process, estimates are used to balance the budget. Upon completion of the CAFR, adjustments are made based on actual audited funds. In addition, purchase order remaining balances are rolled over as well as remaining grant funds in order to incorporate same into the current year budget.

**MOTION by Kaye Adams to approve Resolution No. 2021-16;  
SECOND by John Nichols;  
Motion APPROVED by unanimous vote.**

9 Resolution No. 2021-15, TEFRA Hearing, Lakeview Terrace Bond Restructure

Kevin Stone, City Attorney, read Resolution No. 2021-15 by title only.

#### **RESOLUTION 2021-15**

**A RESOLUTION OF THE CITY OF UMATILLA, FLORIDA PROVIDING FOR CERTAIN AMENDMENTS AND A RESTRUCTURING OF THE CITY OF UMATILLA, FLORIDA REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2012A (FIXED RATE BONDS) AND CITY OF UMATILLA, FLORIDA REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2012B (ADJUSTABLE RATE BONDS); CITY OF UMATILLA, FLORIDA REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2016; CITY OF UMATILLA, FLORIDA FIXED RATE REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2018A, CITY OF UMATILLA, FLORIDA ADJUSTABLE RATE REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2018B, AND CITY OF UMATILLA, FLORIDA INDEX FLOATING RATE REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2018C, FOR THE PURPOSE OF PROVIDING FAVORABLE TERMS FOR COMMUNITY SUPPORTS, INC., THE BORROWER RESPONSIBLE FOR PAYMENTS OF SUCH BONDS; AUTHORIZING AMENDMENTS TO THE UNDERLYING BOND TRUST INDENTURES AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE RESTRUCTURING OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS BY THE BORROWER; MAKING CERTAIN COVENANTS IN CONNECTION WITH THE BONDS; APPROVING THE RESTRUCTURING AND REISSUANCE OF THE BONDS AFTER A PUBLIC HEARING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR A SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND AN EFFECTIVE DATE.**

Mr. Stone explained the purpose of the resolution for bond restructuring.

Kareem Spratling, Bryant Miller Olive, PA, was present to answer questions and to have final documents executed immediately following the City Council meeting.

**MOTION by John Nichols to approve Resolution No. 2021-15;  
SECOND by Laura Wright;  
Motion APPROVED by unanimous vote.**

10 Resolution No. 2021-14, Opioid Litigation

Kevin Stone, City Attorney, read Resolution No. 2021-14 by title only.

**RESOLUTION NO. 2021-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; AUTHORIZING CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN REGARDING OPIOID LITIGATION; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.**

Scott Blankenship, City Manager, stated he had communications with other Cities inquiring about taking whatever allocation is received and forwarding those funds to Lake County. There were no objections.

**MOTION by Laura Wright to approve Resolution No. 2021-14;  
SECOND by Brian Butler;  
Motion APPROVED by unanimous vote.**

11 Residential Lease 410 N. Kentucky Avenue

Scott Blankenship, City Manager, stated Kevin Stone, City Attorney has been working with the current seller's legal counsel. Mr. Stone said when the contract was entered into, part of the deal was for the owner to continue residing on the property under a lease agreement. Mr. Stone explained the terms of the lease agreement.

**MOTION by Kaye Adams to approve the lease agreement for property located at 410 N. Kentucky Avenue;  
SECOND by John Nichols;  
Motion APPROVED by unanimous vote.**

12 SRF Wastewater Pipe Increase

Scott Blankenship, City Manager, stated the increase in the cost of materials had been discussed at a previous meeting. Mr. Stone provided a brief explanation of the increase in fees and how the City is going to address same.

**MOTION by John Nichols to approve the SRF wastewater pipe materials increase;  
SECOND by Laura Wright;  
Motion APPROVED by unanimous vote.**

13 SRF Agreement No. WW350752, Amendment #1

Scott Blankenship, City Manager, stated this amendment follows up to the previous agenda item. Aaron Mercer, Public Works Director, provided some additional background information in support of this Amendment. He stated a second amendment will be presented to City Council at a future meeting to address the Force Majeure increases. Subsequently, the SRF loan will be amended to reflect changes.

**MOTION by Laura Wright to approve the SRF Agreement No. WW350752, Amendment #1;  
SECOND by John Nichols;  
Motion APPROVED by unanimous vote.**

**NEW BUSINESS**

14 Reorganization

Scott Blankenship, City Manager, explained to City Council his desire to reorganize based on the distribution of duties following unanticipated retirement of Karen Howard, City Clerk. Since Mrs. Howard was an employee for more than twenty years, she had taken on many duties that should now be handled by the appropriate divisions. As an example, Mrs. Howard handled grant management and that duty should be administered by the Finance Department. There were no objections to the proposed organization chart presented by Mr. Blankenship.

**Motion BY John Nichols to approve proposed new organizational chart and positions;**

**SECOND by Laura Wright;**  
**Motion APPROVED by unanimous vote.**

### **BOARD/COMMITTEE APPOINTMENTS**

Regina Frazier, Finance Director, stated at the last Police Pension Board meeting, two of the positions were identified to have ended in June. The City Council is tasked with reappointing or appointing board members.

The Board of Trustees recommend Josh Brown be reappointed. The Board of Trustees also recommended Eric VanBuskirk be appointed to the Police Pension Board. Mr. VanBuskirk is a Lake County law enforcement officer and resides in the City. The Board has also reappointed Regina Frazier, Finance Director, to serve on the board and that reappointment will be ratified through approval of the City Council.

**MOTION by Kaye Adams to reappoint Josh Brown and appoint Eric VanBuskirk to serve on the Police Pension Board of Trustees;**  
**SECOND by John Nichols;**  
**Motion APPROVED by unanimous vote.**

**The City Council voted unanimously, to ratify the appointment of Regina Frazier continuing to serve on the Police Pension Board.**

### **GENERAL DISCUSSION**

#### **REPORTS**

Finance – Nothing additional to report.

City Attorney - Nothing additional to report.

Mayor Adcock thanked Mr. Keith Totten for bringing the One Team. One Fight 4 PTSD 5k event to the City Council and for all that is being done for the community.

Council Members

Council Member Kaye Adams announced Mary Nichols is going to be reopening the museum.

Council Member Wright announced volunteers are needed for the upcoming Breakfast for Educators, scheduled to be held on August 6, 2021.

### **ADJOURNMENT**

With no further business for discussion, meeting adjourned at approximately 7:20 p.m.

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Kent Adcock, MAYOR

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Gwen Johns, MMC  
City Clerk

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** July 15, 2021

**MEETING DATE:** July 20, 2021

**SUBJECT:** Resolution 2021 – 17

**ISSUE:** Preliminary Fire Assessment

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**BACKGROUND SUMMARY:** In 2018 the Council established a Fire Assessment Fee through Ordinance 2018-C, the Initial Assessment Resolution 2018-23 and the Final Assessment Resolution 2018 – 35. The Fire Assessment Fee funds fire protection services and addresses public safety needs while providing relief to the general fund and allowing City Council and staff to address other needs.

Each year a Preliminary Rate Resolution initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Services Assessments for the upcoming Fiscal Year beginning October 1.

The rates presented are the Residential and Non-Residential categories established in Resolution 2018-35:

<u>Residential Property Use Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$142.00

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<u>Non-Residential Property Use Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.08
Industrial/Warehouse	\$0.01
Institutional	\$0.30
Nursing Home	\$1.12

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The Preliminary Assessment Resolution establishes the maximum assessment rate. Should the Council determine they wish to make a reduction in any category it can be adopted in the Final Fire Assessment Resolution.

Fire Services Assessments are not imposed on government property or upon buildings on parcels of Institutional property whose use is wholly exempt from ad valorem taxation under Florida law.

Notice will be provided to the owner of each assessed parcel and mailed with the Truth In Millage notice mailed by the Property Appraiser, fulfilling the separate mailing requirement.

A public hearing notice will be published no later than August 17<sup>th</sup> for the hearing scheduled for September 7, 2021. At that time the City Council will receive and consider any comments on the Fire Services Assessment from the public and affected property owners and consider imposing the Fire Services Assessments for the Fiscal Year commencing October 1, 2021 collecting such assessments imposed on Tax Parcels within the City on the same bill as ad valorem taxes under the Uniform Assessment Collection Act.

**STAFF RECOMMENDATIONS:** Approval of Resolution 2021 - 17, Preliminary Fire Assessment.

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

<b>Reviewed by City Attorney</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Reviewed by City Engineer</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A

## RESOLUTION 2021-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF UMATILLA, FLORIDA; ESTABLISHING THE ESTIMATED RATES FOR FIRE SERVICES ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Umatilla, Florida, as follows:

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to the provisions of Ordinance No. 2018-C (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 2018-23), the Final Assessment Resolution (Resolution No. 2018-35), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **PURPOSE AND DEFINITIONS.** This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Services Assessments for the Fiscal Year beginning October 1, 2021. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. **PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.**

(A) Upon the reimposition of a Fire Services Assessment for fire protection services, facilities, or programs against Assessed Property located within the City, the City shall provide fire protection services to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Services Assessments. The remaining cost, if any, required to provide fire protection services, facilities, and programs shall be funded by available City revenues other than Fire Services Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. **IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS.** Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories. Fire Services Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. **LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.** The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 6. **COST APPORTIONMENT METHODOLOGY.** The Cost Apportionment embodied in Section 7 of the Initial Assessment Resolution, as amended, is affirmed and incorporated herein by reference.

SECTION 7. **PARCEL APPORTIONMENT METHODOLOGY.** The Parcel Apportionment embodied in Section 8 of the Initial Assessment Resolution, as amended, is hereby affirmed and incorporated herein by reference.

SECTION 8. **DETERMINATION OF FIRE SERVICES ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE SERVICES ASSESSMENTS.**

(A) The Fire Services Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2021, is the amount determined in the Estimated Fire Services Assessment



Rate Schedule, attached hereto as Appendix A. The approval of the Estimated Fire Services Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Services Assessed Cost. The remainder of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available City revenue other than Fire Services Assessment proceeds.

(B) The estimated Fire Services Assessments specified in the Estimated Fire Services Assessment Rate Schedule are hereby established to fund the specified Fire Services Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2021.

(C) The estimated Fire Services Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Fire Services Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 9 of this Preliminary Rate Resolution.

**SECTION 9. ASSESSMENT ROLL.**

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Services Assessed Cost to be recovered through Fire Services Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, the Preliminary Rate Resolution, documentation related to the estimated amount of the Fire Services Assessed Cost to be recovered through the imposition of Fire Services Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the updated Fire Services Assessment Roll be in printed form if the amount of the Fire Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Services Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Services Assessed Cost among parcels of Assessed Property located within the City.

**SECTION 11. AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 6:00 p.m. on September 7, 2021, in the Umatilla City Council Chambers, 1 S. Central Ave., Umatilla, FL, at which time the City Council will receive and consider any comments on the Fire Services Assessments from the public and affected property owners and consider reimposing Fire Services Assessments and collecting such assessments on the same bill as ad valorem taxes.

**SECTION 12. NOTICE BY PUBLICATION.** The City Manager shall publish a notice of the public hearing authorized by Section 11 hereof in the manner and time provided in Section 2 of the Ordinance and by Section 50-80 of the City Code of Ordinances. The notice shall be published no later than August 17, 2021 in substantially the form attached hereto as Appendix B.

**SECTION 13. NOTICE BY MAIL.** The City Manager or designee shall also provide notice by first class mail to the owner of each parcel of Assessed Property, as required by Section 2 of the Ordinance and by Section 50-81 of the City Code of Ordinances. Such notice shall be in substantially the form attached hereto as Appendix C. The notices shall be mailed no later than August 17, 2021. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

**SECTION 14. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the City from the Fire Services Assessments shall be used for the provision of fire protection services, facilities, and programs within the City. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

SECTION 15. **EFFECTIVE DATE.** This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

**PASSED** and **RESOLVED** this 20th day of July, 2021, by the City Council of the City of Umatilla.

\_\_\_\_\_  
Kent Adcock, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Gwen Johns, City Clerk

\_\_\_\_\_  
Kevin M. Stone, City Attorney

**Appendix A**

**ESTIMATED FIRE SERVICES ASSESSMENT RATE SCHEDULE**

**Section A-1. DETERMINATION OF FIRE SERVICES ASSESSED COSTS.** The estimated Fire Services Assessed Cost to be assessed for the Fiscal Year beginning October 1, 2021, is \$366,162.

**Section A-2. ESTIMATED FIRE SERVICES ASSESSMENTS.**

(A) The estimated Fire Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Cost for the Fiscal Year beginning October 1, 2021, are hereby established as follows for the purpose of this Initial Assessment Resolution:

<b>Residential Property Use Categories</b>	<b>Rate Per Dwelling Unit</b>
Residential	\$142.00

<b>Non-Residential Property Use Categories</b>	<b>Rate Per Square Foot</b>
Commercial	\$0.08
Industrial/Warehouse	\$0.01
Institutional	\$0.30
Nursing Home	\$1.12

(B) No Fire Services Assessment shall be imposed upon a parcel of Government Property or upon Buildings located on a parcel of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempt from the Fire Protection Assessment.

(C) Any shortfall in the expected Fire Services proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Council is improper or otherwise adversely affects the validity of the Fire Services Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Services Assessment upon each affected Tax Parcel in the amount of the Fire Services Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Council.

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To be published August 17, 2021

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE SERVICES SPECIAL ASSESSMENTS

Notice is hereby given that the City Council of the City of Umatilla will conduct a public hearing to consider the imposition of annual fire services special assessments for the provision of fire protection services within the municipal boundaries of the City of Umatilla.

The hearing will be held at 6:00 p.m. on September 7, 2021, in City Council Chambers of City Hall, 1 S. Central Avenue, Umatilla, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Gwen Johns, City Clerk at (352) 669-3125, at least two days prior to the date of the hearing.

The assessment of each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedules:

FIRE SERVICES ASSESSMENTS FISCAL YEAR 2021-22

<b>Residential Property Use Categories</b>	<b>Rate Per Dwelling Unit</b>
Residential	\$142.00

<b>Non-Residential Property Use Categories</b>	<b>Rate Per Square Foot</b>
Commercial	\$0.08
Industrial/Warehouse	\$0.01
Institutional	\$0.30
Nursing Home	\$1.12

Copies of the Fire Services Assessment Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the preliminary Assessment Roll are available for inspection at the City Manager or Administrator's Office, City Hall, located at 1 S. Central Avenue, Umatilla, Florida.

The fire service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November 2021. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 669-3125 Monday through Friday between 8:00 a.m. and 5:00 p.m.



## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

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DATE: July 15, 2021

MEETING DATE: July 20, 2021

SUBJECT: Budget

ISSUE: Set Proposed Millage Rate for FY 2022

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### BACKGROUND SUMMARY:

**SETTING PROPOSED MILLAGE RATE:** Staff recommends setting the FY 2022 proposed millage rate at the current level of 7.1089 mils. Once the proposed millage is set you may lower it but it is very difficult and expensive to increase it.

August 2<sup>nd</sup> at noon is the deadline to provide the proposed millage rate and the date of the Tentative Public Hearing to the Lake County Property Appraiser's Office. The TRIM notices are then prepared and mailed to the property owners.

### DATES FOR TENTATIVE AND FINAL BUDGET HEARINGS:

It is very important that all Council members be in attendance for the Tentative and Final Budget Hearings held in September. It is especially critical for all to be in attendance during the Final Budget Hearing because a form entitled "Vote Record for Final Adoption of Millage Levy" is a required submittal for Certification of Compliance with the Department of Revenue.

#### Tuesday, September 7<sup>th</sup>:

- Hearing to adopt 2022 Tentative Millage Rate and Budget
- Adoption of Final Fire Assessment Resolution

#### Tuesday, September 21<sup>st</sup>:

- CRA meeting to adopt CRA Budget
- Final Hearing to adopt FY 2022 millage rates and budget
- City Council meeting

If any Council member has a conflict with the September 21<sup>st</sup> date please suggest an alternate date. Budget hearings cannot be held in conflict with hearings held by the School Board (September 13<sup>th</sup>) and the Board of County Commissioners (September 14<sup>th</sup> and 28<sup>th</sup>).

The September budget hearings should deal solely with the adoption of the ad valorem rate and the budget. Public comments from the citizens regarding the ad valorem tax rate and the budget are taken during the hearings.

**STAFF RECOMMENDATIONS:** Set proposed millage rate of 7.1089 for FY 2022. Council consensus on dates for Tentative and Final Budget Hearings.

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

Reviewed by City Attorney	<input type="checkbox"/> Yes	<input type="checkbox"/> No	√ N/A
Reviewed by City Engineer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	√ N/A



## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

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**DATE:** July 15, 2021

**MEETING DATE:** July 20, 2021

**SUBJECT:** ERP Software

**ISSUE:** Approval of Piggyback Contract for new ERP Software

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**BACKGROUND SUMMARY:** The City has been utilizing Edmunds GovTech for its financial software since 2011. The software has limitations that became even more apparent during the COVID-19 pandemic. Online capabilities and real-time data availability have become very important in today's environment. With this in mind, staff looked at different software options and has seen a robust integrated system available with Tyler Technologies, a leading provider of government software solutions.

The solution recommended is a SaaS (Software as a Service) full ERP (Enterprise Resource Planning) system that integrates all the various areas of responsibility within the City administration. One of the benefits of a SaaS solution is that it requires no hardware on our end and will enable ample resources for data storage going forward. This solution also includes a complete document management system with electronic records retention built in.

The software proposal includes all financial areas including cashiering and utility billing as well as a complete on-line GIS based permitting & building module; a citizen self-service module for ease of access to any citizen or business needs; and a cemetery records module. The full suite cost is \$28,400 plus \$8,760 for data conversion and \$53,340 for implementation. The City of Holly Hill competitively bid a new ERP solution and chose Tyler Technologies and have been extremely pleased with the implementation and software results.

**STAFF RECOMMENDATIONS:** Approval.

**FISCAL IMPACTS:** \$90,500 one-time implementation fees; \$41,683 recurring SaaS fees

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**COUNCIL ACTION:**

Reviewed by City Attorney	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Reviewed by City Engineer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Umatilla, Florida.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.





- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms

and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide

available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C –PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you,

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. **Term.** The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial terms is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. **Intellectual Property Infringement Indemnification.**
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its

defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**



4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this

section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Umatilla

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Umatilla  
PO Box 2286  
Umatilla, FL 32784  
**Attention:** \_\_\_\_\_





**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Mike Leshner  
 Quote Expiration: 10/10/2021  
 Quote Name: Umatilla, FL LGD  
 Quote Number: 2021-126411  
 Quote Description:

**Sales Quotation For**

City of Umatilla  
 PO Box 2286  
 Umatilla , FL 32784-2286  
 Phone: +1 (352) 669-3125

**Tyler Software and Related Services - SaaS**

Description	One Time Fees		#Yrs	Annual Fee	Discount	Net Annual Fee
	Impl. Hours	Impl. Cost				
<b>Financial Management Suite</b>						
Core Financials	116	\$12,180		\$10,285	\$3,908	\$6,377
Purchasing	20	\$2,100		\$3,076	\$1,169	\$1,907
Fixed Assets	12	\$1,260		\$1,077	\$409	\$668
<b>Personnel Management Suite</b>						
Personnel Management (Includes Position Budgeting)	92	\$9,660		\$7,070	\$2,687	\$4,383
Employee Self Service (Employee Portal)	16	\$1,680		\$0	\$0	\$0
ESS Time & Attendance	28	\$2,940		\$1,243	\$0	\$1,243
<b>Customer Relationship Management Suite</b>						
EasyPay Online Payment Component	0	\$0		\$0	\$0	\$0
Utility CIS System	144	\$15,120		\$7,713	\$2,931	\$4,782
Third Party Printing Interface	4	\$420		\$2,251	\$855	\$1,396
Cashiering	36	\$3,780		\$1,929	\$733	\$1,196
Cemetery Records	8	\$840		\$1,061	\$403	\$658
<b>EnerGov</b>						
Business Management -Per User ( 3 )	0	\$0		\$2,894	\$1,100	\$1,794
Community Development -Per User ( 5 )	0	\$0		\$4,823	\$1,833	\$2,990
Citizen Self Service - Business Management	0	\$0		\$3,215	\$1,222	\$1,993
Citizen Self Service - Community Development	0	\$0		\$3,215	\$1,222	\$1,993
GIS ( 5 )	0	\$0		\$1,606	\$611	\$995
iG Workforce Apps ( 5 )	0	\$0		\$1,606	\$611	\$995
Tyler 311	0	\$0		\$5,144	\$1,955	\$3,189
<b>Tyler Content Manager</b>						
Tyler Content Manager Standard Edition (TCM SE)	32	\$3,360		\$3,501	\$1,330	\$2,171
<b>Tyler Hosted Applications</b>						
Utility Billing Online Component	0	\$0		\$912	\$310	\$602
Notifications for Utility Billing	0	\$0		\$0	\$0	\$0

IVR Solution for Utility Billing	0	\$0	\$0	\$0	\$0
Tyler U	0	\$0	\$2,351	\$0	\$2,351
<i>Sub-Total:</i>		\$53,340	\$64,972	\$23,289	\$41,683
<b>TOTAL:</b>	<b>508</b>	<b>\$53,340</b>	<b>5</b>	<b>\$64,972</b>	<b>\$23,289</b>

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Full Suite Implementation (Incl. CD, BM, GIS, CSS, TIM, iG)	180	\$130	\$23,400	\$0
Project Management	1	\$5,000	\$5,000	\$0
<b>TOTAL:</b>			<b>\$28,400</b>	<b>\$0</b>

**Conversion Services**

Description	Hours	Unit Price	Programming Fee	Extended Price
<b>Financial Management Suite</b>				
General Ledger Master			\$1,000	\$1,000
Accounts Payable Master	4	\$105	\$1,250	\$1,670
Accounts Receivable Master	4	\$105	\$3,250	\$3,670
<b>Personnel Management Suite</b>				
Personnel Management -Payroll Master	4	\$105	\$2,000	\$2,420
<b>Total:</b>				<b>\$8,760</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$41,683
Total Tyler Services	\$90,500	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$90,500</b>	<b>\$41,683</b>

Submit to Approval

## Comments

- All services quoted herein are assumed to be delivered remote unless otherwise indicated.
- Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.
- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master information. This includes master record, addresses, contact and dependent information, state and federal tax setup, direct deposit information, as well as state specific retirement. Additional fee for historical views.
- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)





## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





## **Exhibit C Schedule 1 Support Call Process**

### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support\*:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

\* Channel availability may be limited for certain applications.

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

### **Support Availability**

#### *Standard Support*

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler’s discretion. Tyler’s holiday schedule is outlined below. There will be no standard support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

### *Support Outside of Standard Times*

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## **Issue Handling**

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.

- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client’s database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
  - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
  - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
  - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
  - 1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
  - 1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
  - 1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include:

business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
  - 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
  - 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
  - 1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
  - 1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for five (5) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
  3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
  4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary

data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services may require a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



**Exhibit E**  
**Statement of Work**





# City of Umatilla, Florida

SOW from Tyler Technologies, Inc.

4/26/2021

Presented to:  
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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

### 1.3 Methodology

This is accomplished by Umatilla, FL and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

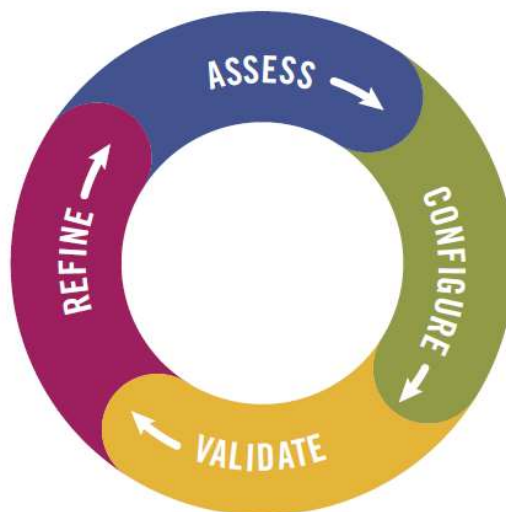
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Umatilla, FL and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Umatilla, FL and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Umatilla, FL's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

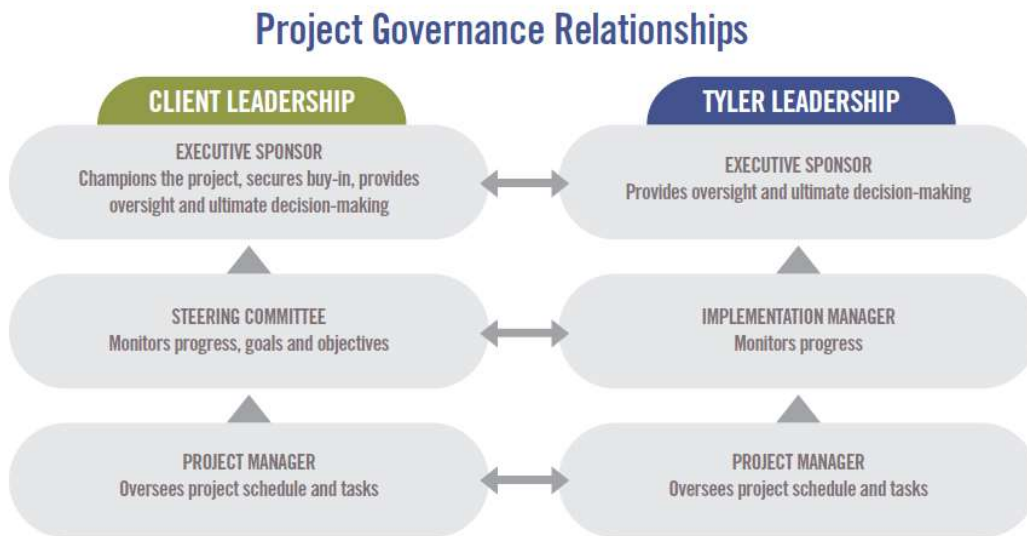
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Umatilla, FL collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Umatilla, FL Steering Committee become the escalation points to triage responses prior to escalation to Umatilla, FL and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Umatilla, FL and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

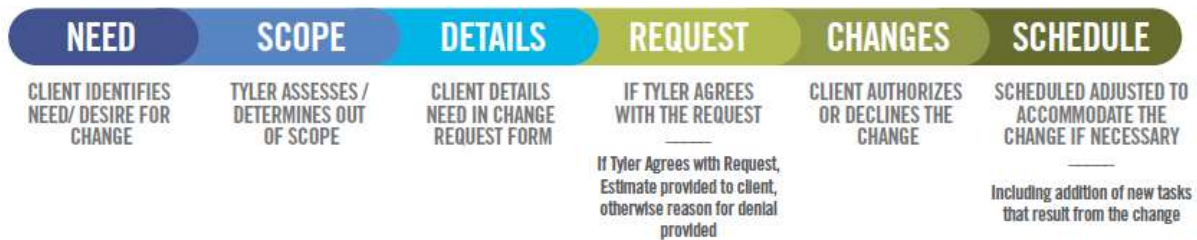


changes may result in less cost to Umatilla, FL; for example, Umatilla, FL may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Umatilla, FL, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Umatilla, FL will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Umatilla, FL). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Umatilla, FL office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Umatilla, FL will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Umatilla, FL project manager will strive to gain deliverable and decision approvals from all authorized Umatilla, FL representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Umatilla, FL department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Umatilla, FL shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Umatilla, FL does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Umatilla, FL does not agree the particular Deliverable or Control Point meets requirements, the Umatilla, FL shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Umatilla, FL shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Umatilla, FL does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Umatilla, FL and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Umatilla, FL, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Umatilla, FL 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Umatilla, FL 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Umatilla, FL management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Umatilla, FL project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Umatilla, FL project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Umatilla, FL and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Umatilla, FL any items that may impact the outcomes of the Project.
- Collaborates with Umatilla, FL 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Umatilla, FL 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Umatilla, FL and Tyler, in understanding the goals, objectives, current status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Umatilla, FL through software validation process following configuration.
- Assists during Go-Live process and provides support until Umatilla, FL transitions to Client Services.
- Facilitates training sessions and discussions with Umatilla, FL and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).

- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

## 5.2 Umatilla, FL Roles & Responsibilities

Umatilla, FL resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Umatilla, FL Executive Sponsor

The Umatilla, FL executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Umatilla, FL steering committee, project manager(s), and functional leads to make critical business decisions for Umatilla, FL.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Umatilla, FL Steering Committee

The Umatilla, FL steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Umatilla, FL project manager and Project as a whole through participation in regular internal meetings. The Umatilla, FL steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Umatilla, FL steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule

- Project Goals
- Umatilla, FL Policies
- Needs of other client projects

### 5.2.3 Umatilla, FL Project Manager

Umatilla, FL shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Umatilla, FL Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Umatilla, FL project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Umatilla, FL project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Umatilla, FL and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Umatilla, FL staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.

- Identifies and coordinates all Umatilla, FL resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Umatilla, FL technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Umatilla, FL Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Umatilla, FL project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Umatilla, FL resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

### 5.2.5 Umatilla, FL Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Umatilla, FL business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Umatilla, FL staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Umatilla, FL End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Umatilla, FL Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Umatilla, FL third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Umatilla, FL's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 Umatilla, FL GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Umatilla, FL GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 Umatilla, FL Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.



- Becomes familiar with Tyler’s releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Umatilla, FL’s software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Umatilla, FL and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 Umatilla, FL Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

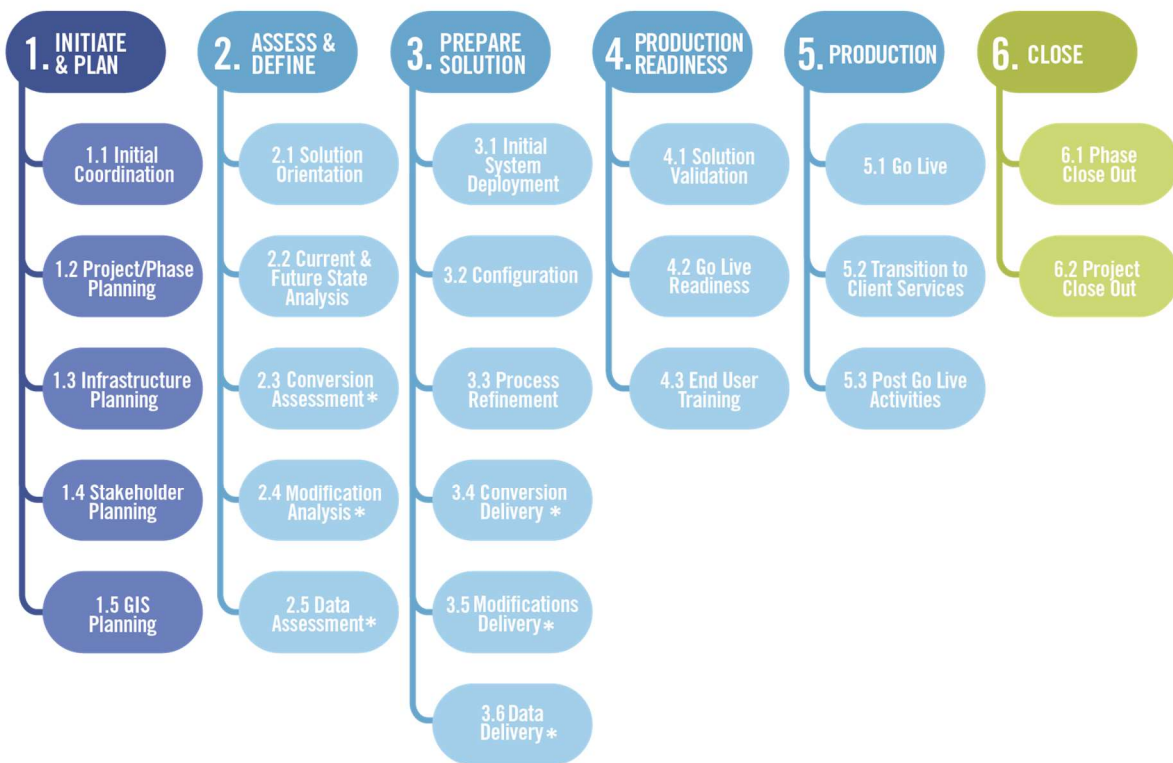
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Umatilla, FL.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Umatilla, FL with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Umatilla, FL gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Umatilla, FL's team. During this step, Tyler will work with Umatilla, FL to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Umatilla, FL		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication			A	R								I					
---	--	--	---	---	--	--	--	--	--	--	--	---	--	--	--	--	--

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

**6.1.2 Project/Phase Planning**

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Umatilla, FL to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Umatilla, FL Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Umatilla, FL’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Umatilla, FL Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

<b>STAGE 1</b>	<b>Project/Phase Planning</b>	
	Tyler	Client

<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Umatilla, FL provides acceptance of schedule based on resource availability, project budget, and goals.

**Work package assumptions:**

- Umatilla, FL has reviewed and completed the Guide to Starting Your Project document.

**6.1.3 Infrastructure Planning**

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Umatilla, FL to install License Software. The Umatilla, FL is responsible for the installation and setup of all peripheral devices.

**Objectives:**

- Ensure Umatilla, FL’s infrastructure meets Tyler’s application requirements.
- Ensure Umatilla, FL’s infrastructure is scheduled to be in place and available for use on time.

<b>STAGE 1</b>	<b>Infrastructure Planning</b>
----------------	--------------------------------

	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

**Work package assumptions:**

- Umatilla, FL will maintain environment (or virtual environment) for On-Premise deployments.

**6.1.4 Stakeholder Meeting**

Communication of the Project planning outcomes to the Umatilla, FL Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Umatilla, FL team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None

**6.1.5 GIS Preparation**

GIS data is a core part of many Tyler applications. Other Umatilla, FL offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

**Objectives:**

- Identify all Umatilla, FL GIS data sources and formats.
- Tyler to understand Umatilla, FL’s GIS needs and practices.
- Ensure Umatilla, FL’s GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation	
	Tyler	Client

<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

**Work package assumptions:**

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Umatilla, FL is responsible for maintaining the GIS data.

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Umatilla, FL
- Stakeholder meeting complete
- GIS Data Production Ready



- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Umatilla, FL business processes. This information will be used to identify and define business processes utilized with Tyler software. Umatilla, FL collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Umatilla, FL team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Umatilla, FL team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Umatilla, FL for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Umatilla, FL and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Umatilla, FL will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
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Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

**Work package assumptions:**

- Umatilla, FL attendees possess sufficient knowledge and authority to make future state decisions.
- Umatilla, FL is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

**6.2.3 Conversion Assessment**

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I

Build/Update Data Conversion Plan			R	C	C							C	I	I	I			I
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Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Umatilla, FL representatives to identify business rules before writing the conversion.
- Umatilla, FL subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- Umatilla, FL is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Clients (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

**Work package assumptions:**

- The most current generally available version of the Tyler Licensed Software will be installed.
- Umatilla, FL will provide network access for Tyler modules, printers, and Internet access to all applicable Umatilla, FL and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Umatilla, FL to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Umatilla, FL collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate Umatilla, FL Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. Umatilla, FL is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Umatilla, FL users on how to execute processes in the system to prepare them for the validation of the software. Umatilla, FL collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that Umatilla, FL understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			

Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Umatilla, FL)	

**Work package assumptions:**

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the Umatilla, FL’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Umatilla, FL will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Umatilla, FL to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





**Objectives:**

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C



## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Umatilla, FL verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Umatilla, FL organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Solution Validation Report
	Umatilla, FL updates report with testing results

#### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

### 6.4.2 Go-Live Readiness

Tyler and Umatilla, FL will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Umatilla, FL will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

#### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
------------------------	---

Updated go-live checklist

Updated Action plan and Checklist for go-live delivered to Umatilla, FL

**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**

- End users are trained on how to use the software prior to go-live.
- Umatilla, FL is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
------------------------	---

**Work package assumptions:**

- The Umatilla, FL project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Umatilla, FL as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Umatilla, FL departments.
- Umatilla, FL will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Umatilla, FL will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Umatilla, FL to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Umatilla, FL and Tyler will complete work assigned to prepare for Go-Live.

Umatilla, FL provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Umatilla, FL manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Umatilla, FL during Go-Live activities. Umatilla, FL transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

**Work package assumptions:**

- Umatilla, FL will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.

- The Client business processes required for Go-Live are fully documented and tested.
- The Umatilla, FL Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Umatilla, FL Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Umatilla, FL teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

### 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Umatilla, FL onto the Tyler Client Services team, who provides Umatilla, FL with assistance following Go-Live, officially transitioning Umatilla, FL to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Umatilla, FL teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	



**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Umatilla, FL transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Umatilla, FL for systems implemented in the Phase.

**Objectives:**

- Agreement from Tyler and Umatilla, FL teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)

	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Umatilla, FL may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Umatilla, FL teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C

Deliver post project report to Umatilla, FL and Tyler leadership	I	A	R							I	I	C						
Release Tyler project resources	A	R	I									I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

**6.6.3 Control Point 6: Close Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below.

**Close Stage Deliverables:**

- Post Project Report.

**Close Stage Acceptance Criteria:**

- Completed report indicating all Project deliverables and milestones have been completed.

**7. General Assumptions**

Tyler and Umatilla, FL will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

**7.1 Project**

- Project activities will begin after the Agreement has been fully executed.
- The Umatilla, FL Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.

- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Umatilla, FL project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Umatilla, FL is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Umatilla, FL to make process changes.
- Umatilla, FL is responsible for defining, documenting and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Umatilla, FL is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- Umatilla, FL resources will participate in scheduled activities as assigned in the Project Schedule.
- The Umatilla, FL team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Umatilla, FL will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Umatilla, FL will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Umatilla, FL makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Umatilla, FL will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Umatilla, FL will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Umatilla, FL is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Umatilla, FL representatives to identify business rules before writing the conversion. Umatilla, FL must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Umatilla, FL Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- Umatilla, FL will provide dedicated space for Tyler staff to work with Umatilla, FL resources for both on-site and remote sessions. If Phases overlap, Umatilla, FL will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Umatilla, FL will provide staff with a location to practice what they have learned without distraction.

## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.

# Part 4: Appendices

## 9. Conversion

### 9.1 Incode Utility Billing Conversion Summary

#### 9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

### 9.2 Incode Financials Conversion Summary

#### 9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

**NOTE:** Training will be provided on how to import additional budget years from Excel.

#### 9.2.2 Accounts Payable


Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

#### 9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.



**NOTE:** Employee positions/deductions will be created according to recommended best business practices.

## 10. Additional Appendices

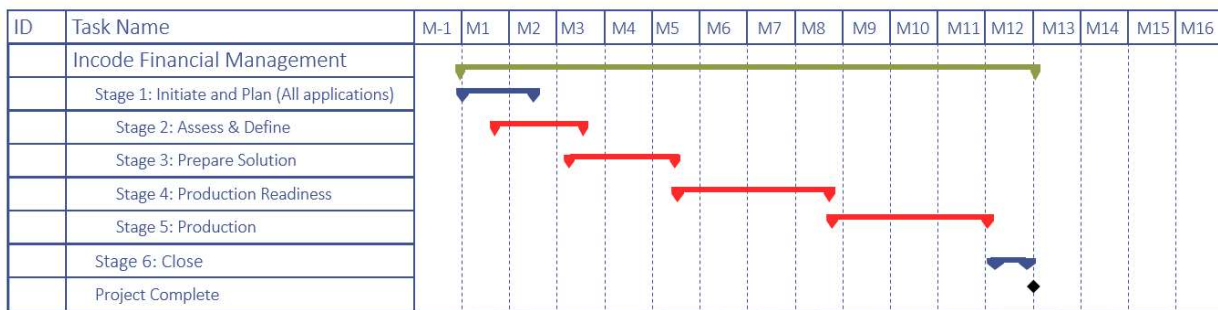
10.1 Intentionally left blank.

## 11. Project Timeline

### 11.1 Incode Financial Management Timeline



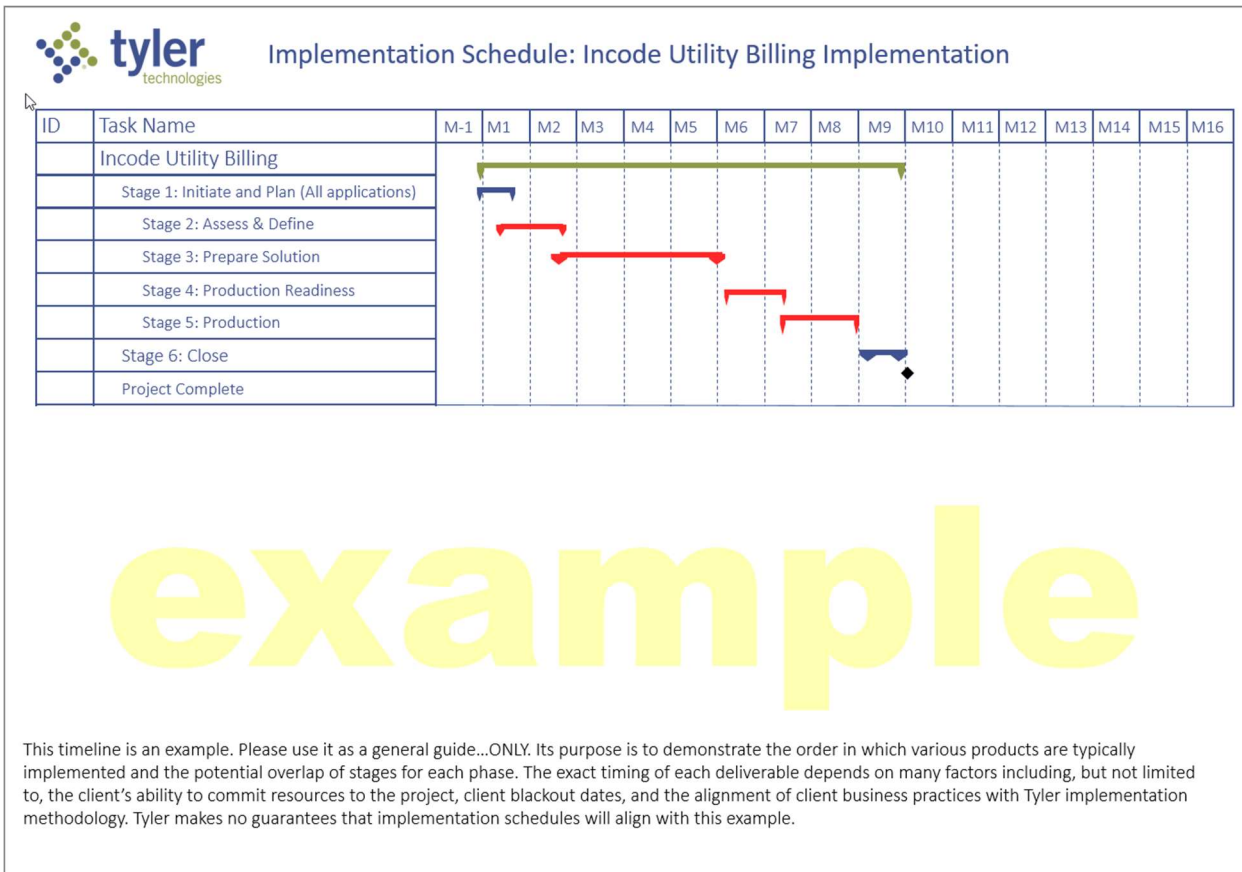
#### Implementation Schedule: Incode Financial Management Implementation



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

## 11.2 Incode Utility Billing Timeline



## 11.3 Intentionally left blank.

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

---

**DATE:** July 14, 2021

**MEETING DATE:** July 20, 2021

**SUBJECT:** Engineering Contract - Amendment #1

**ISSUE:** Additional funding for Grant Administration

---

**BACKGROUND SUMMARY:** The City entered into a contract for engineering services with Mittauer Engineering in December 2019 for the design and construction oversight of the wastewater force main to Eustis. The contract did not include grant administration since previous project duties were handled by the City Clerk.

This request will amend Appendix II – Construction Activities Phase, Item A – Administrative Services to include Grant Management Services for the State Revolving Funds, St Johns River Management District Grant Funds and the Senate Appropriation Funds.

Total Engineering Services will increase \$60,000 for the specific service, from \$257,000 to \$317,000. This increase will be included in the SRF Loan Amendment #2 that will include the recently approved force majeure price increase for PVC pipe.

---

**STAFF RECOMMENDATIONS:** Approval of Engineering Contract Amendment #1

**FISCAL IMPACTS:** \$60,000 to be included in SRF Loan Amendment #2

---

**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**CITY OF UMATILLA, FLORIDA**

**AND**

**MITTAUER & ASSOCIATES, INC.**

---

**Project: Wastewater Transmission System and Interconnection to City of Eustis  
Wastewater Collection System**

**RFQ: #2019-4 - Design**

This **AGREEMENT FOR PROFESSIONAL SERVICES**, (the "Agreement") made effective as of this 17th day of December, 2019 (the "Effective Date") between **THE CITY OF UMATILLA, FLORIDA**, a municipality (hereinafter referred to as "City"), and **MITTAUER & ASSOCIATES, INC.** (hereinafter referred to as "Consultant"), whose mailing address is 580-1 Wells Road, Orange Park, FL 32073,

**WHEREAS**, the City of Umatilla owns, operates and maintains a wastewater collection and treatment system including a treatment facility (the "Depreciated Facility") which has exceeded its initially estimated useful life and requires replacement, and

**WHEREAS**, rather than replace the Depreciated Facility with a similar on-site treatment plant, the City has determined to pursue interconnection with wastewater collection and treatment facilities already constructed by the City of Eustis, a neighboring municipality; the City and the City of Eustis have entered into a *Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement* dated the 6<sup>th</sup> Day of December, 2018 (the "Interlocal Agreement"), providing for connection of Umatilla's wastewater collection system to Eustis's wastewater collection system for treatment; and

**WHEREAS**, in order to accomplish the purposes of the Interlocal Agreement, the City must obtain funding and undertake surveying, planning and engineering in furtherance of the project, which includes work to decommission and demolish portions of the Depreciated Facility, reconstruct and repurpose other portions of the Depreciated Facility, construct transmission facilities from the vicinity of the Depreciated Facility to the existing City of Eustis system, and obtain all necessary permits and approvals in connection therewith (the "Project"); and

**WHEREAS**, in accordance with the Consultants' Competitive Negotiation Act as set forth at §287.055, Florida Statutes, the City issued RFQ #2019-4 for the design and other engineering services for the Project, and Consultant was ranked as the most qualified firm for professional services; accordingly, the City and Consultant have negotiated this contract at compensation which the City has determined to be fair, competitive and reasonable after a detailed analysis of the cost of the professional services required in addition to their scope and complexity;

**WITNESSETH** that the City and Consultant agree as follows:

1. Agreement Summary. This Agreement is for professional services during the Design Phase of the Project intended to connect the existing Umatilla wastewater collection system to Eustis's wastewater collection system which is expected to include, but not be limited to, planning and design of the work to construct the wastewater collection and transmission lines, wastewater sampling station, wastewater master meter, and related improvements; for planning and design of the work to decommission and demolish portions of the Depreciated Facility; for the planning and design of the work to reconstruct and repurpose portions of the Depreciated Facility; to obtain all necessary permits and approvals in connection with the work; and to develop a funding strategy and thereafter manage and implement Umatilla's efforts to obtain advantageous financing for the Project through the Florida DEP Clean Water State Revolving Fund (SRF) and to consult with Umatilla regarding other funding sources which may include legislative appropriations, no-match or matching grants, and governmental loan programs including, but not limited to, programs including principal forgiveness or other features designed for financially disadvantaged communities and small systems.

Should the Project proceed to the Construction Phase, it shall also include construction bidding, construction administration, resident observation, and start-up services as described more specifically herein.

2. Agreement Documents. The requirements and obligations of Consultant set forth in RFQ#2019-4 together with the Consultant's response to the RFQ are incorporated herein by reference and shall form a part of this Agreement. Consultant has duly executed and delivered an Equal Opportunity Statement, Drug Free Workplace Certification, Conflict of Interest Disclosure, Business Entity Affidavit (Vendor / Bidder Disclosure), Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement, and Sworn Statement on Public Entity Crimes, all in the forms attached to RFQ#2019-4, which are all incorporated herein by reference, made a part of this Agreement, and specifically relied upon by the City in making this Agreement. The Appendices and Exhibit to this Agreement are made a part hereof. Except as otherwise set forth herein, this Agreement supersedes all previous agreements between the City and Consultant.
3. Scope of Work. The Consultant agrees to provide services to the City as described below and within the documents attached hereto as **Appendix 1**, with respect to Design Phase Work and **Appendix 2**, with respect to Construction Phase Work, which are each incorporated herein by reference and made a part of this Agreement.
4. Time for Performance. Consultant shall begin the Services at the time stated herein and shall use all reasonable efforts to perform the Design Phase Services continuously and with due diligence within nine (9) months from the Effective Date. During the Construction Phase, Consultant shall act promptly in review of all submittals, applications for payment, responses to Requests for Information, change order requests, and in other tasks necessary to maintain the project schedule. All professional services required after completion shall be rendered within a reasonable time.
5. Deliverables.
  - a. Consultant shall provide the services as described in **Appendix 1** and **Appendix 2**.
  - b. Consultant shall submit to the City, on a monthly basis, a detailed statement of services performed and work accomplished during that period, and the percent complete for each engineering-related task.
  - c. Consultant shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Consultant for a period of at least two (2) years from and after the completion of Services hereunder. City, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to consultant.
  - d. City reserves the right to request any and all material products and deliverables created by the Consultant pursuant to tasks assigned under this agreement and tasks authorized and performed under previous agreements and/or amendments.
6. Consultant's representations.
  - a. Consultant has not employed or retained nay company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to RFQ#2019-4.
  - b. Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
  - c. At all times during the term of the Agreement, Consultant shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.
7. Compensation. In consideration of the consulting services rendered by the Consultant hereunder, the City shall pay the Consultant:
  - a. Compensation shall be as set forth in **Appendix 1** and **Appendix 2**. For all additive and subtractive changes in the scope of services, except where such change in scope has been designated as an alternate with pricing established herein, the difference in compensation shall be calculated in accordance with the Schedule of Fees section of **Appendix 3** or as otherwise negotiated by the Parties.



- b. Consultant shall not be authorized to incur on behalf of the City any expenses, without the prior written consent of the City. As a condition to receipt of reimbursement for permitted expenses, Consultant shall be required to submit to the City reasonable evidence that the amount involved was expended and related to Services provided under this Agreement.
  - c. Rates. Compensation payable by City to Consultant is specified in the Appendices attached to this Agreement. Rates shall remain fixed throughout the life of this Agreement.
  - d. The individuals in **Appendix 3** are not intended to be an all-inclusive list of all support personnel available, but rather the anticipated key personnel. Other non-key individuals may be employed to perform work at the Consultant's discretion and will be invoiced at the rates of their job description shown in **Appendix 3**.
8. Reimbursable Expenses. Charges for reimbursable expenses and sub-consultant services should be without surcharge except, where justified by evidence of actual administrative costs to Consultant, upon disclosure to and the agreement of the City.
9. Billing Method. Consultant will submit invoices on a monthly basis for compensation that include the appropriate cost and detailed description of services provided during the invoiced period. City will pay each invoice in accordance with the Florida Local Government Prompt Payment Act for nonconstruction services as set forth at Chapter 218.74, Florida Statutes.

All invoices will be submitted in one (1) original and two (2) complete copies to the following address:

City of Umatilla  
Finance Director  
P.O. Box 2286  
Umatilla, FL 32784

10. Public Records; Confidentiality.

- a. FLORIDA PUBLIC RECORDS ACT. In this paragraph, "contractor" refers to the Consultant. The contractor shall comply with public records laws, and specifically shall:
  - i. Keep and maintain public records required by the public agency to perform the service.
  - ii. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - iii. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
  - iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Karen Howard, 352.669.3125, (telephone); khoward@umatillafl.org; 1 South Central Ave, Umatilla, FL 32784.**

- b. During the Term of this Agreement, Consultant may have access to City Confidential Information.

- i. Consultant shall secure this information in strict trust and confidence and avoid the disclosure or release thereof to any other person or entity by using at least the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care.
    - ii. Consultant shall not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement.
    - iii. Consultant is not to, directly or indirectly, copy, reproduce, use, publish, misappropriate, assign, or otherwise transfer or disclose to any person the Confidential Information, other than as permitted pursuant to the terms of this Agreement, regardless of whether such information was actually delivered to Consultant prior to the effective date of this Agreement.
11. Endorsement on Reports. Consultant shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of Florida.
12. Independent Contractor. Consultant's relationship with the City will be that of an independent contractor and not that of an employee. Consultant will not be eligible for any employee benefits, nor will the City make deductions from payments made to Consultant for taxes, all of which will be Consultant's responsibility. Consultant will have no authority to enter into contracts that bind the City or create obligations on the part of the City without the prior written authorization of the Company.
13. Insurance.
  - a. Consultant shall, throughout the performance of its services pursuant to this Agreement, maintain:
    - i. Occurrence basis comprehensive general liability insurance and automobile liability insurance, with minimum limits of Two Million Dollars (\$2,000,000) and One Million Dollars (\$1,000,000), respectively, combined single limit per occurrence, protecting Consultant and City from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Consultant's services from Consultant, its officers, directors, and employees (including product/completed operations coverage); Broad Form Commercial General Liability Endorsement to include blanket contractual, liability, personal injury with employment and contractual exclusions deleted and broad form property damage coverage; independent contractors; delete exclusion relative to collapse, explosion and underground property damage hazards. Policy must include separation of insureds clause.
    - ii. Workers Compensation insurance as by applicable law or employer's liability insurance with respect to any employee not covered by workers compensation, with minimum limits of one hundred thousand dollars (\$100,000 with respect to any employee not covered by workers compensation) per occurrence; and
    - iii. Professional liability Insurance with minimum limits of Two Million Dollars (\$2,000,000), exclusive of defense costs, protecting against errors and omissions of Consultant from or in connection with the performance of Consultants services hereunder. The insurance under this subsection shall an endorsement extending the clams period for at least two (2) years beyond completion of the project.
  - b. All such insurance required in Paragraph (a) shall be with companies and on forms acceptable to City and shall provide that the coverage thereunder may not be reduced or cancelled unless thirty (30) days prior written noticed is furnished to City. Certificates of Insurance (and all copies of policies, if required by City) shall be furnished to the City.
14. Termination Criteria. This Agreement may be terminated by City or Consultant as follows:
  - a. Failure to Perform. Should the Consultant at any time, refuse or neglect to contribute sufficient work of the proper quality and quantity, or fail in any respect to work with promptness and diligence, or fail in performance of any of the terms of this Agreement within City's reasonable discretion the City shall have the right after 30 days written notice to the Consultant to (a) deduct reasonable cost of monies due or to become due to the Consultant under this Agreement, and/or (b) terminate the Consultant.

- b. **Breach of Agreement.** In the event that either party is in breach of this Agreement and such breach is reasonably rectifiable, that party will have the opportunity to rectify said breach within 30 days of occurrence. If the party in breach fails to rectify the breach within 30 days, the other party will be entitled to terminate this Agreement immediately.
- c. **Return of Materials.** Upon termination of this Agreement each party will promptly return to the other all materials, data and additional property of the other held by it.
- d. **The City may terminate this agreement for convenience without cause.** In the event this Agreement is terminated or cancelled prior to final completion without cause, payment for the unpaid portion of the services provided by the Consultant to the date of termination and any additional services shall be paid to the Consultant.

15. **Indemnification.** Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to City), indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liability, losses, costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any subcontractor, anyone direct or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administrative order, rule, regulation or infringement of patent rights by Consultant in the performance of work; or liens, claims or actions made by the Consultant or any subcontractor or other party performing the work.

City shall protect, defend (by counsel reasonably acceptable to City), indemnify and hold harmless the Consultant from and against all claims, actions, liability, losses, costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the City. Nothing contained herein shall be construed as a waiver of the City's sovereign immunity. The City's liability to pay a claim under the indemnifications shall be capped in the same manner and to the same extent as the City's liability to pay tort claims is capped pursuant to §768.28, Florida Statutes and judicial interpretation thereof.

16. **Promotion.** Consultant shall acquire no right under this Agreement to use, and shall not use, the name of the City without the City's prior written consent except where the matter is of public record.
17. **Sub-consultants/Separate Consultants.** If the Consultant desires to employ Sub-consultants in connection with the performance of its services hereunder:
- a. Any proposed Sub-consultant shall be submitted to City for written approval prior to Consultant entering into a Sub-consultant Agreement.
  - b. Consultant shall coordinate the services and work product of any Sub-consultants, and remain fully responsible under the terms of this Agreement. Consultant shall be and remain responsible for the professional quality, technical accuracy, and the coordination of all designs, drawing, specifications and other services furnished by Consultant or its Sub-consultants. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the designs, drawing, specifications and other services produced pursuant to the Agreement.
  - c. Any Sub-consultant Agreement shall reflect the terms of this Agreement and require the Sub-consultant to assume the Consultants duties commensurately with the Consultants duties to City under this Agreement. It is understood that nothing herein shall in any way relieve the Consultant from any of its duties and responsibilities under this Agreement.
18. **Key Employees.** City has relied upon and hired Consultant because of the involvement of certain individuals employed by Consultant identified in **Appendix 3** attached to this Agreement. The Consultant agrees that the persons listed on **Appendix 3** shall be assigned to the Project. Consultant shall not remove or substitute any Key Employee from the project prior to written consent of City.

19. **Public Entity Crimes.** The parties acknowledge that Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction



IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement effective as of the date first above written.

MITTAUER & ASSOCIATES, INC.

BY:  \_\_\_\_\_  
(Sign)

Joe M. Mauer  
(Print)

TITLE: President

DATE: DEC 20 2019

Tax I.D. #: 59-3134981

CITY OF UMATILLA, FLORIDA

BY:  \_\_\_\_\_  
(Sign)

Eric Olson  
(Print)

TITLE: Mayor

DATE: 12/17/2019

Tax I.D. #: 59-6000442

Approved as to form and legality for use and reliance by the City of Umatilla, Florida

  
\_\_\_\_\_  
City Attorney

12/17/2019  
\_\_\_\_\_  
Date

Exhibit A

TRUTH-IN-NEGOTIATION CERTIFICATION

1. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Consultant must execute this Certificate.

2. The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project are accurate, complete, and current at the time of contracting.

3. The Consultant further agrees that the original agreement price and any additions thereto will be adjusted to exclude any significant sums by which the City of Umatilla determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement.

CONSULTANT

**MITTAUER & ASSOCIATES, INC.**

Signature: [Signature]

Printed Name: Joe Mittauer

Title: President

This 20 day of December, 2020

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 20 day of December, 2019 by (print name of officer or agent) on behalf of **MITTAUER & ASSOCIATES, INC.** He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL) Elizabeth A. Brown  
Notary Signature  
Print Name Elizabeth A. Brown  
Commission Expiration: 7/30/2023



Elizabeth A. Brown  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG345845  
Expires 7/30/2023

## **APPENDIX 1**

### **SCOPE OF SERVICES – DESIGN PHASE**

The Engineer shall provide the following administration and engineering design services during the Design Phase of the City's Florida Department of Environmental Protection (FDEP) Clean Water State Revolving Fund (SRF) project. The scope of the project is described in detail within the City's Facilities Plan dated February 2019 and is expected to include the following: new submersible pump station, conversion of the existing reuse ground storage tank to a surge tank, demolition of existing wastewater tanks/structures (as an additive alternate), associated yard piping and sitework, electrical with new emergency generator, approximately 33,340 LF of 12" force main with interconnect to City of Eustis, and associated fittings, valves, and restoration.

#### **DESIGN PHASE**

##### **ITEM A- ADMINISTRATION SERVICES**

1. The Engineer shall prepare an FDEP State Revolving Loan Program for Point Source Water Pollution Control Loan Application for the Design Phase of the project. Other administrative services associated with the FDEP Loan will be performed by the Client, the Client's Attorney, or the Client's Accounting Firm.
2. The Engineer shall prepare an FDEP Request for Inclusion (RFI) for the Construction Phase of the project upon completion and approval of the Design Phase documents by FDEP.

##### **ITEM B- ENGINEERING DESIGN**

The Engineer shall perform an engineering design of the project based on the recommendations and selected alternative of the approved Facilities Plan. Design will include the preparation of engineering drawings and specifications in a format which is acceptable to the funding agency and the various permitting authorities. Engineer shall also upsize force main and provide future connection points in Eustis' service area as directed by the City of Eustis at no additional design cost. City of Eustis shall be responsible for determining required size of force main and future points of connection within their service area and paying the additional cost to upsize the force main. Engineer shall also perform a table top analysis of Eustis Master Pump Station, located on Bates Avenue, to see if it can handle an additional projected 300,000 gpd AADF from Umatilla without upgrade. Any required upgrades to Eustis Master Pump Station will be done under separate contract with the City of Eustis.

##### **ITEM C- PERMIT APPLICATIONS**

1. **FDEP WASTEWATER COLLECTION/TRANSMISSION SYSTEM:** The Engineer shall prepare a FDEP Collection/Transmission System Construction Permit Application for the construction of the proposed improvements.
2. **FDOT UTILITY PERMITS:** The Engineer shall prepare Florida Department of Transportation Utility Permit Application(s) to allow for construction within the U.S. 19 right-of-way.
3. **LAKE COUNTY R-O-W/UTILITY PERMIT:** The Engineer shall prepare a Lake County R-O-W/Utility Permit for construction within County Road rights-of-way.
4. **CITY OF EUSTIS R-O-W/UTILITY PERMIT:** The Engineer shall prepare a City of Eustis R-O-W/Utility Permit(s) for all proposed construction within City of Eustis rights-of-way.

The Engineer shall assist the Client in obtaining permit application fee waivers/reductions. Engineer shall cover all remaining permit application fees up to a total of \$1,000. Any permit application fees exceeding the \$1,000 total shall be paid for by the Client.

#### **ITEM D- TOPOGRAPHIC SURVEY AND SUBSURFACE UTILITY ENGINEERING**

The Engineer's surveying subconsultant shall obtain all necessary on-site, above-ground field topographic survey information at the immediate and adjacent areas of proposed work as required for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer's surveying subconsultant shall attempt to expose existing utilities (thought to be in potential conflict) via minimally intrusive methods to confirm their characteristics and provide an accurate location. The surveying subconsultant shall identify existing easements along the path of the proposed force main. The Engineer shall include the approximate location of the 100-year flood plain and jurisdictional wetlands on the construction drawings based on published data. Flagging of jurisdictional wetlands will not be performed. Any wetland areas potentially impacted by the force main construction will be directionally drilled to avoid potential impacts.

#### **ITEM E - GEOTECHNICAL SERVICES**

The Engineer shall obtain limited geotechnical soil data consisting of soil borings within the limits of the proposed pump station structures and approximately every 1,000 LF along the force main route. This work does not include specialized field investigations such as ground penetrating radar (GPR) or specialized studies.

#### **GRANT FUNDING ASSISTANCE**

The Engineer shall assist the Client in attempting to secure grant funding/principal forgiveness for the project through the FDEP Clean Water State Revolving Fund (SRF) program, Legislative Appropriation requests, and the St. Johns River Water Management Cost Share program, at no additional cost to the Client. Should grant funding from one or more of these programs be secured, the Engineer shall be compensated appropriately for managing the grant(s) from the grant funding source(s) monies.

Should the Client pursue additional funding under the USDA Rural Development program, the DEO CDBG program, or other funding sources, it should be expected that additional services will be required of the Engineer which are specific to those programs. Fees for the additional services, should they be required, will be negotiated once the scope is defined.

#### **ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER**

The Client shall provide copies of all available pertinent studies and reports, record drawings, GIS mapping data, and related available information pertaining to the project to the Engineer prior to the Engineer commencing work. The Client shall provide all regulatory agency permit application fees in excess of \$1,000 and related items required by the agencies and all project advertising costs. The Engineer's scope of services does not include zoning related tasks, wetlands surveys (other than identifying approximate wetland limits based on published data on the construction drawings), wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, new boundary or easement surveys (beyond identifying existing boundaries or easements on the route survey), subdivision platting, LEED Consultation/Design or value engineering.



### SCHEDULE OF FEES

#### DESIGN PHASE

For Item A - Administration Services, the Engineer shall be paid a lump sum fee of \$8,000.

For Item B - Engineering Design, the Engineer shall be paid a lump sum fee of \$240,597.

For Item C - Permit Applications, the Engineer shall be paid a combined lump sum fee of \$30,000.

For Item D - Topographic Surveying, the Engineer shall be paid a lump sum fee of \$200,000.

For Item E - Geotechnical Services, the Engineer shall be paid a lump sum fee of \$20,000.

TOTAL ENGINEERING DESIGN FEE = \$498,597

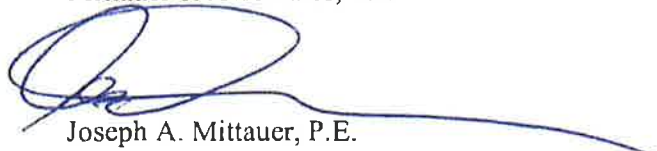
The Engineer shall respond to FDEP's questions during the review of the Design Phase documents at no cost to the Client. The Engineer shall make himself available to the Client at the Engineer's standard hourly rates (see attached rate schedule) for additional services as requested and for changes in the project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax or value added tax (VAT), should it be required by law.

#### ACCEPTANCE

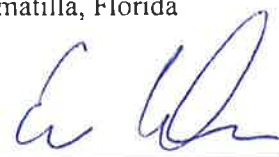
Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,  
Mittauer & Associates, Inc.

  
Joseph A. Mittauer, P.E.  
President

JAM/TPN/pj

Accepted by  
City of Umatilla, Florida

  
By: \_\_\_\_\_  
The Honorable Eric Olson, Mayor

Date: 12/17/2019

## **APPENDIX 2**

### **SCOPE OF SERVICES – CONSTRUCTION ACTIVITIES PHASE**

The Engineer shall provide the following services during the construction of the City's Florida Department of Environmental Protection (FDEP) Clean Water State Revolving Fund (SRF) project. The scope of the project is described in detail within the City's Facilities Plan dated February 2019 and is expected to include the following: new submersible pump station, conversion of the existing reuse ground storage tank to a surge tank, demolition of existing wastewater tanks/structures (as an additive alternate), associated yard piping and sitework, electrical with new emergency generator, approximately 33,340 LF of 12" force main with interconnect to City of Eustis, and associated fittings, valves, and restoration.

#### **CONSTRUCTION ACTIVITIES PHASE**

##### **ITEM A - ADMINISTRATION SERVICES**

1. The Engineer shall prepare an FDEP Request for Inclusion (RFI) for the Construction Activities Phase of the project.
2. The Engineer shall prepare an FDEP Grant/Loan Application for the Construction Activities Phase of the project. Other administrative services associated with the FDEP grant will be performed by the Client, the Client's Attorney, or the Client's Accounting Firm.

##### **ITEM B - CONSTRUCTION BIDDING SERVICES**

The Engineer shall assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an invitation to bid, selling bid documents to prospective bidders, maintaining a record of prospective bidders to whom Bidding Documents have been issued, issuing addenda as appropriate to clarify, correct, or change the bid documents, and preparing a tabulation of bids and providing a recommendation to client for bid award.

##### **ITEM C- CONSTRUCTION ADMINISTRATION**

The Engineer shall provide standard Engineering Construction Administration Services, including: the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's application for payment; processing change orders, if required; administering compliance of Davis-Bacon Act and American Iron and Steel requirements; preparing engineering and construction-related documents in compliance with the Client's grant/loan funding agreement; reviewing the Contractor's completion documents and record drawings; and performing a final inspection of the work.

##### **ITEM D- RESIDENT OBSERVATION**

The Engineer shall provide the services of a full-time Resident Project Representative at the site for a period not to exceed 50 weeks or equivalent 2,000 hours in order to provide a more continuous observation of the Contractor's work.

##### **ITEM E- O&M MANUALS, START-UP SERVICES, AND RECORD DRAWINGS**

The Engineer shall prepare and review O&M Manuals for the new submersible pump station and pumps, the instrumentation/controls, and the new generator; shall attend/coordinate start-up services for various project components, which will include field time by the Engineer and assisting the Client's employees; and shall prepare record drawings for the project based on the red-line drawings provided by the Contractor and the Contractor's surveyor.

### **OTHER SERVICES**

Should the Client secure additional funding under the SJRWMD Cost-Share Program, Legislative Appropriation, or other funding sources, it should be expected that additional services will be required of the Engineer which are specific to those programs. Fees for the additional services, should they be required, will be negotiated once the scope is defined and will be paid for out of the additional funding grant/loan proceeds.

### **ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER**

The Engineer's scope of services does not include project advertising costs, zoning related tasks, wetlands surveys, wetlands mitigation, boundary or easement surveys, rate studies or items related to the purchase or leasing of additional land which may be required.

### **SCHEDULE OF FEES**

#### **CONSTRUCTION ACTIVITIES PHASE**

For Item A- Administrative/Funding Services, the Engineer shall be paid a lump sum fee of \$8,000.

For Item B- Construction Bidding Services, the Engineer shall be paid a lump sum fee of \$5,000, each time the project is bid.

For Item C -Construction Administration, the Engineer shall be paid a lump sum fee of \$73,000.

For Item D- Resident Observation, the Engineer shall be paid a lump sum fee of \$156,000 for up to 50 weeks of resident observation.

For Item E- O&M Manuals, Start-Up Services, and Record Drawings, the Engineer shall be paid a lump sum fee of \$15,000.

**TOTAL ENGINEERING SERVICES DURING CONSTRUCTION = \$257,000**

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates (see attached rate schedule) for additional services as requested and for changes in the project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act, as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, should it be required by law.

**APPENDIX 3  
SCHEDULE OF HOURLY RATES**

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal (Timothy Norman, P.E.; Joseph Mittauer, P.E.)	\$200
Senior Project Director (Jason Shepler, P.E.; Michael Tibbie, P.E.)	\$180
Senior Project Manager (Curtis Gentile, P.E.)	\$160
Project Manager	\$140
Senior Engineer	\$100
Project Engineer (Jarrod Petrohovich)	\$90
Senior Engineering Designer (Michael Lisena; Keith Hedberg; Glenn Reed)	\$120
Engineering Designer (Jeffry Asher)	\$94
Project Assistant (Beth Brown; PatJacob)	\$84
Resident Field Representative- (full time)	\$78
Administrative Assistant (Arnie Lozanski; Jenna Messer)	\$58



**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

April 15, 2021

The Honorable Kent Adcock, Mayor, and City Council  
City of Umatilla  
P.O. Box 2286  
Umatilla, FL 32784-2286

RE: Engineering Services Agreement - Amendment to Construction Phase Services  
to Include Grant Management Services  
SRF Wastewater Interconnection with City of Eustis  
City of Umatilla, Florida  
Mittauer & Associates, Inc. Project No. 1402-03-1

Dear Mayor Adcock and Council Members:

We are pleased to present the following amendment to our Construction Phase Engineering Services Agreement for the SRF Wastewater Interconnection with City of Eustis project to serve the City of Umatilla, Florida. This amendment will provide for Grant Management Services associated with the SJRWMD Cost Share Agreement and the Legislative Appropriation the City received as part of the funding for the wastewater interconnect project. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide grant management services as described in the Scope of Services to the City of Umatilla, the Client, for the fees stipulated hereafter.

## **SCOPE OF SERVICES**

### **CONSTRUCTION ACTIVITIES PHASE**

#### **ITEM F - GRANT MANAGEMENT SERVICES**

1. The Engineer shall prepare all periodic reports (monthly or quarterly) required by the SJRWMD Cost Share Agreement and the Legislative Appropriation Agreement.
2. The Engineer shall prepare all reimbursement requests required by the SJRWMD Cost Share Agreement and the Legislative Appropriation Agreement and coordinate with City Staff as needed.
3. The Engineer shall prepare all necessary closeout documents required by the SJRWMD Cost Share Agreement and the Legislative Appropriation Agreement. and shall coordinate with City Staff as needed.

**ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER**

Client shall provide to the Engineer all City documents requested by the SJRWMD Cost Share Agreement and the Legislative Appropriation Agreement.

**SCHEDULE OF FEES**

**CONSTRUCTION ACTIVITIES PHASE**

For Item F - Grant Management Services, the Engineer shall be paid a lump sum fee of **\$60,000**.

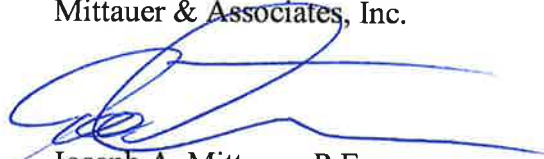
**TOTAL ENGINEERING SERVICES DURING CONSTRUCTION  
(Including Grant Management): \$257,000 + \$60,000 = \$317,000**

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and for changes in the project scope of work. Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees, and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax or value added tax (VAT), should they be required by law.

**ACCEPTANCE**

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,  
Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.  
President

JAM/TPN/pj

Accepted by  
City of Umatilla, Florida

By: \_\_\_\_\_  
The Honorable Kent Adcock, Mayor

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

**CODE ENFORCEMENT REPORT  
THROUGH MARCH 9, 2021**

Column1	Column2	Column3	Column4	Column5	Column6	Column7
CASE	ALT KEY	ADDRESS	PROPERTY OWNER	DATE	VIOLATION	STATUS
16-00015	1501482	410 N ORANGE AVE	THOMPSON PATRICIA T TRUSTEE *		IN COMPLIANCE WITH ORDER AS OF 5/27/2018 FINE DUE \$10,992.90	Fine Certified on 6/21/2017; COF \$ 25/day starting 3/17/17
17-00007	1500168	546 GUERRANT ST	VAZQUEZ, STEVEN		property was abated, fine stopped on August 1, 2018 TOTAL FINE DUE \$20,508.33 (375 DAYS @ \$50/DAY + ABATEMENT AND ADMIN FEES)	Fine certified on 8/16/2017 COF \$50/day starting 7/22/17
18-00015	1499429	128 CASSADY ST	KLUGERMAN	1/23/2018	Trash, fence, grass, junk	
17-00139	1130662	195 BULLDOG LN	BETTY J ATKINSON *	8/9/2017	Went to Cert. of Fine. Still accruing daily fine of \$50.00 per day. Fine as of July 24, 2019 fine is \$24,557.34	
18-00048	1499429	128 CASSADY ST	KEVIN KLUGERMAN	3/7/2018	SPECIAL MASTER GRANTED 90 DAYS FOR COMPLIANCE (REINSPECTION 1 MAY, 2019) \$50/DAY IF NOT IN COMPLIANCE	
18-00219	2925779	208 LORI COURT	BETTY J ATKINSON *	11/13/2018	SPECIAL MASTER GRANTED 30 DAYS FOR COMPLIANCE (REINSPECTION MARCH 4, 2019) \$50/DAY IF NOT IN COMPLIANCE (10,500 as of 9/30/2019)	
19-00044	1806470	41 N OAK AVE	TRUDY/THERESSA FOSTER	4/2/2019	ABANDONED VEHICLES - RV AND SUV	
20-00050	1130662	195 BULLDOG LN	JOSE A OLIVENCIA/BETTY J ATKINSON	5/19/2020	additional violations regarding continued deterioration of the property.	
20-00076	1130867	235 N CENTRAL AVE	DOERFLER MANUFACTURING INC	6/19/2020	WASHOUT OF SAND FROM PROPERTY INTO STORM DRAIN SYSTEM. Partial compliance, grave filled the washed out areas. Drains	
20-00120	1130964	55 N CENTRAL AVE	MARTIN AND SUGE STUCK	9/23/2020	BOLLARDS INSTALLED VIOLATE ELECTRICAL CODE FOR CLEAR WORKSPACE	
20-00122	1185394	685 GUERRANT ST	WAYNE HIRST	10/7/2020	COMPLAINT REFERENCE ABANDONED APPEARANCE	
21-00018	1499615	751 S CENTRAL AVE	K9 TRAINING	4/5/2021	ILLEGAL BUSINESS-KENNEL- NOT APPROVED BY CITY COUNCIL. DOES NOT MEET MINIMUM SITE REGULATIONS FOR A KENNEL. USING LARKIN PARK TO TRAIN DOGS.	
21-00019	1131006	40 S CENTRAL	MONAGHAN	4/15/2021	ELECTRICIAN DID AN EMERGENCY PANEL REPLACEMENT. HE TOLD THE PROPERTY OWNER A PERMIT MUST BE PULLED. OWNER REFUSED.	
21-00020	1122422	911 N CENTRAL AVE	NATIONWIDE UMATILLA PLAZA LLC	4/15/2021	UNSAFE CONDITIONS, LARGE HOLES WHERE BOLLARDS USED TO BE	
21-00023	3257731	29 BONAIRE	ALLEN THEISEN	4/29/2021	OUTDOOR STORAGE- PILES OF PAINT CANS, ALSO YARD TRASH	
21-00024	3452925	12BONAIRE	LYNDA OR CLYDE BERRY	4/29/2021	6 UNLICENSED OR INOPERABLE VEHICLES ON PROPERTY IN PUBLIC VIEW	
21-00025	3242785	14 BONAIRE	JENNIFER CONKLIN	4/29/2021	GRASS OVERGROWN	
21-00026	3257421	8 BONAIRE	JOHN D BARKER LIFE ESTATE	4/29/2021	TRASH, DEBRIS AND PERSONAL PROPERTY STREWN ABOUT FRONT YARD AND CARPORT, DISABLED VEHICLE ON JACKS WITHIN PUBLIC VIEW	
21-00028	3269454	39 CAYMAN	SHANNON RICHTER	4/29/2021	UNLICENSED VEHICLE ON PROPERTY	
21-00029	3551044	43 CAYMAN CIR	TANYA FAIRBURN	4/29/2021	5 UNLICENSED OR INOPERABLE VEHICLES ON PROPERTY IN PUBLIC VIEW	
21-00030	2947039	40 BONAIRE	DAISY CHURCH	4/29/2021	RIGHT OF WAY OVERGROWN. SPOKE TO HER ON PHONE. SHE WAS LETTING WILDFLOWERS SEED. SHE IS OUT OF STATE BUT WILL HAVE IT TAKEN CARE OF.	
21-00031	3622014	453 PEARL ST	MISTY ADKINS	4/29/2021	CHICKEN COOP NOT PERMITTED - SPOKE TO HER ON PHONE AND EMAILED ORDINANCE AND APPLICATION	
21-00032	2704578	90 WINTHROP AVE	LOVEDAY REVOCABLE TRUST	5/4/2021	COMPLAINT - PROPERTY UNMAINTAINED. UNLICENSED VEHICLE ON PROPERTY, TENANT BELIEVED TO HAVE BEEN EVICTED, LEAVING PROPERTY A MESS.	
21-00033	1406994	555 GOLDEN GEM DRIVE	DENNIS & CLAUDIA ALMAND	5/10/2021	NEW FENCE AND SHED WITHOUT PERMIT - SPOKE WITH OWNER, HE WILL HAVE IT PERMITTED RIGHT AWAY, HE WAS UNAWARE PERMIT WAS NEEDED.	
21-00034	1406765	245 EAST LAKE ST	ANTONIO & JOSEFINA PADILLA	5/10/2021	DISABLED VEHICLES AND JUNK ON PROPERTY WITHIN PUBLIC VIEW.	
21-00035	1770068	740 DAPHNE AVE	MARIE E WILLIS ESTATE	5/17/2021		
21-00036	1128820	610 N CENTRAL AVE	DELA EDEN PROPERTIES LLC	6/9/2021	GRASS OVERGROWN, UNSAFE STRUCTURE-SIDING HANGING OFF SOUTH SIDE OF BUILDING.	
21-00037	3544404	188 LORI COURT	SHEILA THORNTON	6/23/2021	DEAD/DANGEROUS TREE NEEDS TO BE REMOVED FROM SOUTHWEST CORNER OF PROPERTY	
21-00038	1499381	42 S TROWELL AVE	BRIAN EHLERS	6/23/2021	GRASS AND SHRUBS GROWING OUT OVER SIDEWALK	
21-00039	1122473	87 LONE STAR ST	ROBERT S FLANDERS	6/28/2021	COMPLAINT OF OVERSPRAY FROM VEHICLE BODY WORK COMING ONTO NEIGHBOR'S PROPERTY. JUNK IN YARD	
21-00040	1201713	390 EAST LAKE ST	ELORAIN KAVANAUGH	6/28/2021	GRASS 2 1/2 FEET HIGH	
21-00041	1743214	VACANT LOT AROUND 461 GUERRANT ST	RUSSELL MOORE II	7/6/2021	GRASS 4 FEET HIGH ON VACANT 8 ACRE TRACT - CALLED MR. MOORE IN TN, HE WILL HAVE ALTMANS SOD BUSH HOG IT.	
21-00042	3551192	5 CAYMAN CIR	FOCUSED FUNDING - TENANT SKYLES	7/6/2021	JUNK ON PROPERTY - NOISE AT NIGHT FROM WORK ON VEHICLE BEHIND PRIVACY FENCE.	
21-00043	1129583	796 WISTERIA AVE	ALEXIS & BETHANY MOUSADI	7/9/2021	GRASS OVERGROWN ON PROPERTY AND RIGHT OF WAY	
21-00044	3866475	98 ORANGE LN	JERUSALEM WORSHIP CENTER	7/12/2021	DEBRIS FROM RECENT LANDSCAPE WORK PILED IN TROWELL AVENUE MEDIAN - ABATEMENT NOTICE POSTED	

- COMPLETE - FINE DUE
- CURRENTLY ACCRUING DAILY FINES
- COMPLETED - CASE CLOSED
- CERTIFICATION OF FINE PENDING
- WENT TO SPECIAL MASTER 5.14.2021
- PARTIAL COMPLIANCE -MONITOR FOR FOLLOW THROUGH
- REFERRING TO BUILDING OFFICIAL
- UNFOUNDED AT TIME OF INSPECTION



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF June 15, 2021 – June 21, 2021

## ARRESTS

6/15/2021	1:35 pm	Bernard Holland Umatilla	Disorderly intoxication.
6/16/2021	7:02 pm	Ryan Burttram Umatilla	Burglary to an occupied dwelling and grand theft.
6/18/2021	9:35 pm	Heather Robison Umatilla	Three active warrants out of Volusia County.
6/20/2021	11:32 am	Alisha Klenke Umatilla	Petit theft, possession of methamphetamine, possession of drug paraphernalia.
6/20/2021	7:09 pm	Alisha Klenke Umatilla	Petit theft.

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

6/18/2021	9:30 pm	Heidi Norum Umatilla	Driving on an expired license over six months.
6/18/2021	11:05 pm		

## REPORTS FILED

6/17/2021	8:17 pm	Officers were dispatched to Cassady Street in reference to a domestic disturbance.	
6/17/2021	8:18 pm	Officers transported a person to Lifestreams Behavioral Center under the Baker Act.	
6/18/2021	11:05 pm	Officers were dispatched to Wafford Street in reference to a domestic disturbance. Parties separated for the evening.	
6/19/2021	11:31 am	Officers responded to Umatilla Boulevard in relation to filing a report for fraudulent use of a person's identity.	
6/19/2021	1:15 pm	Officer's responded to Pine Avenue in reference to a stolen bicycle. The bicycle was located the next day and returned to the owner.	

## ACTIVITY BREAKDOWN

ARRESTS	
DISPATCHED CALLS	





# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF June 15, 2021 – June 21, 2021

## ARRESTS

<b>TRAFFIC STOPS</b>	
<b>TRAFFIC CITATIONS ISSUED</b>	



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF June 8, 2021 – June 14, 2021

## ARRESTS

6/12/2021	5:11 pm	William Green Umatilla	Threw a bicycle onto the hood of a vehicle breaking the windshield and damaging the hood. Green was booked into the Lake County Jail with a charge of felony criminal mischief over \$1,000.00.
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## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

6/10/21	10:14 pm	Ebel Ramos Guzman Umatilla	No driver's license.
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## REPORTS FILED

06/10/2021	9:50 am	Officers took a report of a stolen catalytic converter from the van at Little Darling Daycare.
6/11/2021	5:48 am	Officers took a report of stolen catalytic converters from the Lake County Maintenance Barn.
6/11/2021	5:35 pm	Officers took a report of stolen medication from a residence on Wisteria Avenue.
6/14/2021	8:10 am	Officers took a report of a stolen cell phone.
6/14/2021	2:33 pm	Officers filed a report of a stolen equipment from Faryna Groves.

## ACTIVITY BREAKDOWN

ARRESTS	3
DISPATCHED CALLS	91
TRAFFIC STOPS	15
TRAFFIC CITATIONS ISSUED	1



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF June 15, 2021 – June 21, 2021

## ARRESTS

6/15/2021	1:35 pm	Bernard Holland Umatilla	Disorderly intoxication.
6/16/2021	7:02 pm	Ryan Burttram Umatilla	Burglary to an occupied dwelling and grand theft.
6/18/2021	9:35 pm	Heather Robison Umatilla	Three active warrants out of Volusia County.
6/20/2021	11:32 am	Alisha Klenke Umatilla	Petit theft, possession of methamphetamine, possession of drug paraphernalia.
6/20/2021	7:09 pm	Alisha Klenke Umatilla	Petit theft.

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

6/18/2021	9:30 pm	Heidi Norum Umatilla	Driving on an expired license over six months.
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## REPORTS FILED

6/17/2021	8:17 pm	Officers were dispatched to Cassady Street in reference to a domestic disturbance.	
6/17/2021	8:18 pm	Officers transported a person to Lifestreams Behavioral Center under the Baker Act.	
6/18/2021	11:05 pm	Officers were dispatched to Wafford Street in reference to a domestic disturbance. Parties separated for the evening.	
6/19/2021	11:31 am	Officers responded to Umatilla Boulevard in relation to filing a report for fraudulent use of a person's identity.	
6/19/2021	1:15 pm	Officer's responded to Pine Avenue in reference to a stolen bicycle. The bicycle was located the next day and returned to the owner.	

## ACTIVITY BREAKDOWN

ARRESTS	6
DISPATCHED CALLS	84
TRAFFIC STOPS	17
TRAFFIC CITATIONS ISSUED	01



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF June 22, 2021 – June 28, 2021

## ARRESTS

6/27/2021	1:05 pm	Christopher Douglas Umatilla	Domestic Battery.
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## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

6/22/2021	1:11 am	Officers responded to a disturbance on Highland Avenue. Parties had separated and one had left prior to officer's arrival.	
6/22/2021	12:09 pm	Officers took a report of a vehicle burglary and grand theft from a residence on Wisteria Avenue.	
6/23/2021	12:25 pm	Faryna Groves reported the theft of a catalytic converter from a truck.	
6/23/2021	2:21 pm	Officers filed a report of stolen medication from a vehicle parked at the Circle K on SR19 and CR42.	
6/25/2021	12:40 pm	Officers took a report of a stolen bicycle from a residence on N Pine Avenue.	

## ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	124
TRAFFIC STOPS	41
TRAFFIC CITATIONS ISSUED	0



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF June 28, 2021 – July 5, 2021

## ARRESTS

7/2/2021	1:32 am	Kevin Hutcheson Umatilla	3 counts of possession of paraphernalia and 1 count of possession of methamphetamine.
7/5/2021	9:27 pm	Ashley Irwin Hartford City Indiana	Possession of drug paraphernalia and possession of methamphetamine.

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

6/28/2021	3:36 pm	Officers responded to a call for service on Pearl Lake Lane in which the person's personal information was possibly compromised.	
6/29/2021	12:09 am	Officers took a missing juvenile report. The juvenile was later recovered and returned home.	
7/3/2021	3:45 pm	Officers responded to a hit and run accident in the parking lot of the Circle K on the corner of SR19 and CR42.	
7/4/2021	6:22 pm	Officers responded to Taco Bell and issued a trespass warning at the request of management.	
7/5/2021	2:57 pm	Officers took a report of a gas drive off from the Umatilla Superette.	

## ACTIVITY BREAKDOWN

ARRESTS	2
DISPATCHED CALLS	91
TRAFFIC STOPS	26
TRAFFIC CITATIONS ISSUED	1



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF July 6, 2021 – July 12, 2021

## ARRESTS

7/6/2021	11:25 am	Dustin Carpenter Eustis	Trespass after warning.
7/7/2021	2:13 am	Daniel Bedgood Altoona	Driving on a suspended/revoked driver's license.
7/7/2021	6:16 pm	Beau Carlton Umatilla	Aggravated assault with a deadly weapon without intent to kill.

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

7/8/2021	7:23 am	Officers transported a person to Lifestreams Behavioral Center under a Baker Act.	
7/8/2021	1:17 pm	Officers took a report of a lost/stolen tag from a residence on Highland Avenue.	
7/8/2021	6:17 pm	Officers responded to a battery that occurred on Hibiscus Street. The suspect had left prior to law enforcement arrival.	

## ACTIVITY BREAKDOWN

ARRESTS	3
DISPATCHED CALLS	71
TRAFFIC STOPS	19
TRAFFIC CITATIONS ISSUED	1



# Umatilla Public Library June 2021



2020/2021	Feb	Mar	April	May	June
Visits	4679	5345	5340	3999	3945
Checkouts	2649	3109	3041	2262	2926
E-Books (digital)	266	281	355	367	368
Total Circulation	3002	3390	3396	2629	3294
New Patrons	14	30	21	22	107
Computer use	153	161	143	115	150
Wireless	647	641	567	517	473
YA programs (attend)					81
Adult programs					
Children's Programs					203
Study Hall	205	153	167		
Meeting room attend.					
Cash to city	469.23	421.52	270.63	357.18	446.35

## Summer Reading Program Started

The summer reading programs started on, June 21<sup>st</sup>

We have toddler group on Monday's and the attendance was 12 on June 21<sup>st</sup>.

On Tuesdays we have home groups and the first class on June 22<sup>nd</sup> we had 4 and for the second class we had 7.

On June 23<sup>rd</sup> we had Sonshine school come for class and they had 33. Also, on the same day during the second class we had Little Darlings and there were 7 for the attendance.

On June 24<sup>th</sup> we had 2 classes of Homegroups. For the first class there were 17 and the second class there were 2.

On June 25<sup>th</sup> we had 2 classes of Aim High. For the first class there were 24 and for the second class there were also 24.