



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael Scott Cohen  
City Clerk Allison K. Layton

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## AGENDA

M&CC Public Meeting  
City Hall, Cumberland, MD

DATE: June 20, 2023

### OPEN SESSION – 6:15 PM

#### Pledge of Allegiance

#### Roll Call

#### Statement of Closed Meeting

#### Presentations

1. Presentation of Employee Retirement Awards
2. Presentation from the Skate Park Committee
3. Presentation of the proposed FY24 Community Legacy Program grant submission and project list

#### Director's Reports

##### (A) Administrative Services

1. Administrative Services monthly report for May 2023

##### (B) Public Works

1. Maintenance Division monthly report for May 2023

##### (C) Fire

1. Fire Department monthly report for May 2023

##### (D) Police

1. Police Department monthly report for May 2023

##### (E) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for May 2023

## **Approval of Minutes**

- [1.](#) Approval of the Closed, Work, and Regular Session Minutes of June 6, 2023

## **Public Comments – FOR AGENDA ITEMS ONLY**

All public comments are limited to 5 minutes per person

## **Unfinished Business**

### **(A) Ordinances**

- [1.](#) Ordinance 3960 (*2nd and 3rd readings*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades
- [2.](#) Ordinance 3961 (*2nd and 3rd readings*) - authorizing the transfer of 332 N. Mechanic Street and 400 N. Mechanic Street to the Allegany County Historical Society for the purchase price of \$156,000
- [3.](#) Ordinance 3962 (*2nd and 3rd readings*) - authorizing the transfer of 411 Frederick Street to Sarit Lisgorsky for the purchase price of \$94,000

## **New Business**

### **(A) Resolutions**

- [1.](#) Resolution R2023-02 - approving an application to the MD Department of Housing and Community Development for Community Legacy 2024 Projects totaling up to \$600,000

### **(B) Orders (Consent Agenda)**

- [1.](#) Order 27,251 - authorizing the execution of an agreement with Tyler Technologies to provide time, attendance and advanced scheduling software, time clocks and related implementation services for a one year period in the not to exceed amount of \$83,810
- [2.](#) Order 27,252 - accepting the proposal from CBIZ Insurance Services for the renewal of the Public Officials Liability Insurance policy for a one year term beginning July 1, 2023 in the amount not to exceed \$27,300
- [3.](#) Order 27,253 - declaring retired picnic tables at Constitution Park to be surplus for sale, giveaway or disposal
- [4.](#) Order 27,254 - authorizing the renewal of the MuniLink Utility Billing System hosting and support for a one year term beginning July 1, 2023 in the amount not to exceed \$43,188
- [5.](#) Order 27,255 - authorizing execution of a grant agreement with MD Department of Housing and Community Development regarding DHCD's provision of \$25,000 in grant funds to the City to support marketing and advertising efforts in conjunction with the Cumberland Main Street Revitalization Project, and further authorizing the City's acceptance of the funds

**Public Comments**

All public comments are limited to 5 minutes per person

**Adjournment**

**File Attachments for Item:**

. Administrative Services monthly report for May 2023



## **Administrative Services Monthly Report for May 2023**

**June 20, 2023**

Honorable Mayor and City Council  
City Hall  
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of May 2023.

### **Information Technology Department**

May 2023

Johnna Byers, Director

#### **Statistics**

148 new help desk requests  
139 help desk requests resolved

#### **Activities**

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Continue adjustments of new Cisco WebEx Cloud phone system
- Continue implementation of new tax software
- Continue to assist with Invoice Cloud issues
- Continue to assist police with body cam project

## **Parks and Recreation**

May 2023

*Ryan Mackey, Director*

- Meetings attended:
  - Monthly Parks and Rec Advisory Board Meeting on 5/1/23
    - Skatepark leadership showed and discussed their plans with the skatepark
    - Provided Park updates
    - Announced historical preservation meeting
- Events:
  - Park Pool opened on May 27<sup>th</sup> – We had 147 visitors
  - Pavilion rentals – 27 Pavilion rentals
  - Preparation for Day Camp opening in June
  - Field Usage – Most field being used by either baseball or softball
- Upcoming:
  - Parks and Rec Board Meeting – June 5<sup>th</sup>
  - Day Camp Opening – June 19<sup>th</sup>

## **Community Development Programs**

May 2023

*Lee Borrer, Senior Community Development Specialist*

April's report stands for May re: draw data. The next draw will occur in mid-June.

The 2023 CDBG Annual Action Plan has been accepted by HUD. No grant agreement received yet. Currently working on files and regulatory requirements for the new activities.

The City passed the May 2 Timeliness Test - HUD's guide to whether we are spending down funds adequately; and received a congratulatory letter from the Director.

## **Community Development Report**

April & May, 2023

*Kevin Thacker, Code Compliance Manager*

### **April 2023**

#### **Noted Activity:**

Round 6 of the City's Surplus Sales saw the following properties transfer: 124 Columbia St., 220 Harrison Ave., 471 Goethe St. and 800-804 Maryland Ave.

603 Quebec Ave completed the Home Rehabilitation Program with \$118,000 in improvements.

In the process of completion is 25-27 Pennsylvania Ave., 459 Columbia St., and 503 Franklin St.

## CODE COMPLIANCE

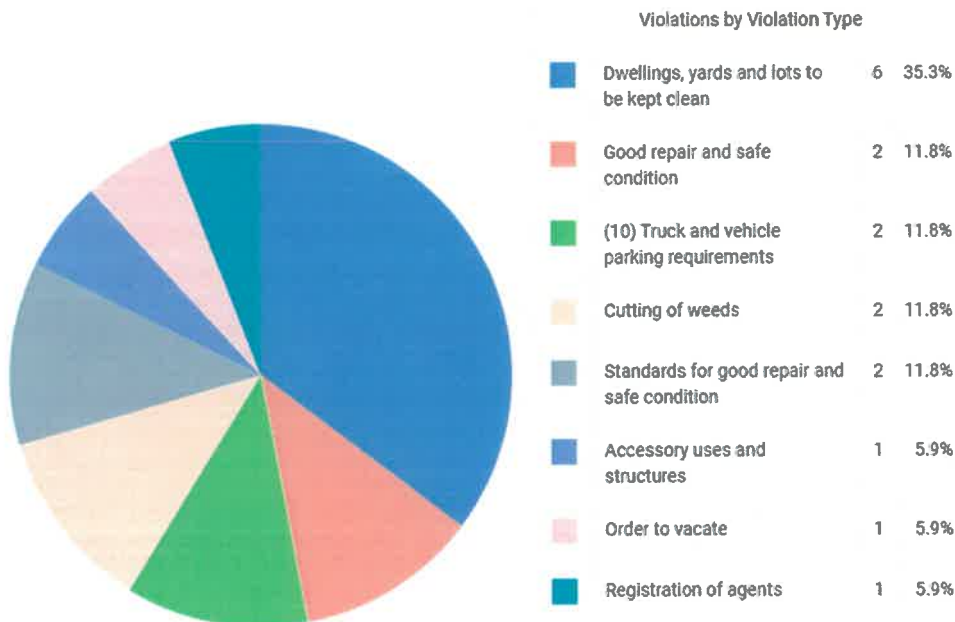
### Code Enforcement Activity:

43 new cases received – 25 of those are still open

17 violations were found

36 cases have been resolved

Open Date From: 04/01/2023  
Open Date To: 04/30/2023



### Permits/Reviews & Rental Licenses:

51 Total Permits/Reviews were issued

00 Rental Inspections were completed

#### Building

Residential .....3

Commercial .....2

#### Miscellaneous

Residential..... 14

Commercial..... 4

#### Occupancy

Residential..... 1

Commercial..... 6

#### Signage

Commercial .....2

#### Electrical

Residential .....6

Commercial .....2

#### Plumbing

Residential..... 1

Commercial..... 0

#### Utility

Residential..... 0

Commercial..... 0

#### Demolition

Residential ..... \*19

Commercial .....1

#### Use of Public ROW

.....2

#### Rental Licenses

..... 6

#### Rental Inspections

Passed ..... 30

Failed..... 2

\*17 City entries for earlier demos

#### Plans, Reviews, Amendments and Appeals

(ZA, RPR, SR, ZMA, ZTA, SRA)

(Type) Issued..... 0

#### Certificates of Appropriateness

Issued..... 2

#### Request for Change/Amendment

Issued..... 0

### Revenue from 'Issued' Permits/Reviews:

Building Permits ..... \$760.75

Miscellaneous Permits ..... 271.00

Occupancy Permits.....	196.00
Sign Permits .....	319.50
Utility Permits.....	0.00
Plan reviews, Amendments & appeals .....	0.00
Zoning Classification Détermination (info request).....	0.00
Municipal Infractions (citations) .....	0.00
Certificates of appropriateness.....	30.00
Rental Licenses (new & renewals.....	275.00
Paid Rental Inspection Requests .....	<u>0.00</u>
<b>TOTAL .....</b>	<b>\$0.00</b>

Demolition Bonds Collected .....\$0.00

### May 2023

#### **Noted Activity:**

- Both fire houses sold at auction on govdeals.com: \$156,000 for the Hose House on N. Mechanic St., and; \$94,000 for Frederick St.
- Surplus Sales for this month include: 421 Arch St. (\$200), 443 Columbia St. (\$200), 107 Springdale St. (\$150), 109 Springdale St. (\$150).
- The Home Rehabilitation Program saw two improvement projects completed: 503 Franklin St. (\$29,625), and; 25-27 Pennsylvania Ave. (\$8,000). 459 Columbia St. is pending completion.
- A building permit was issued for Love's Travel Stop & Country Store, 13300 Ali Ghan RD, with a \$75,000.00 valuation.

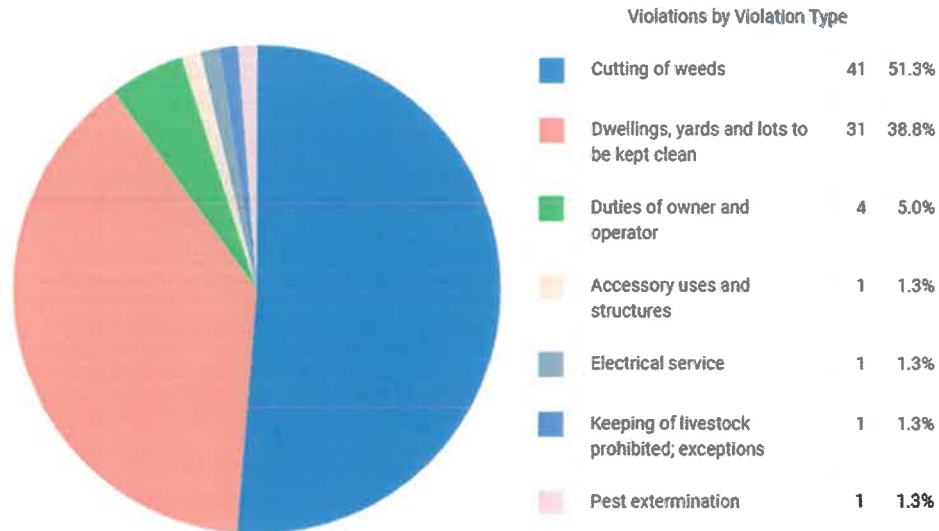
### CODE COMPLIANCE

#### **Code Enforcement Activity:**

68 new cases received – 32 of those are still open

80 violations were found

66 cases have been resolved



### Permits/Reviews & Rental Licenses:

52 Total Permits/Reviews were issued

34 Rental Inspections were completed

#### Building

Residential ..... 1

Commercial ..... 1

#### Miscellaneous

Residential ..... 1

Commercial ..... 8

#### Occupancy

Residential ..... 0

Commercial ..... 10

#### Signage

Commercial ..... 3

#### Electrical

Residential ..... 8

Commercial ..... 2

#### Plumbing

Residential ..... 2

Commercial ..... 1

#### Utility

Residential ..... 1

Commercial ..... 0

#### Demolition

Residential (shed) 1

Commercial ..... 0

#### Use of Public ROW

..... 9

#### Rental Licenses

..... 6

#### Rental Inspections

Passed ..... 34

Failed ..... 0

#### Plans, Reviews, Amendments and Appeals

(ZA, RPR, SR, ZMA, ZTA, SRA)

(Type) Issued ..... 0

#### Certificates of Appropriateness

Issued ..... 4

#### Request for Change/Amendment

Issued ..... 0

### Revenue from 'Issued' Permits/Reviews:

Building Permits ..... \$521.00

Miscellaneous Permits ..... 136.00

Occupancy Permits ..... 303.00

Sign Permits ..... 208.55

Utility Permits ..... 600.00

Plan reviews, Amendments & appeals ..... 0.00

Zoning Classification Détermination (info request) ..... 0.00

Municipal Infractions (citations) ..... 0.00

Certificates of appropriateness ..... 120.00

Rental Licenses (new & renewals) ..... 255.00

Paid Rental Inspection Requests .....0.00  
**TOTAL .....\$0.00**

Demolition Bonds Collected .....\$0.00

### **Historic Planning/Preservation**

May 2023

*Ruth Davis-Rogers, Historic Planner/Preservation Coordinator*

In addition to serving the public and answering daily questions and inquiries I did the following:

#### **Historic Preservation Commission Meeting (HPC)**

- Prepared and administered the Historic Preservation Meeting on March 19th
- Reviewed and administered Certificate of Appropriateness permits

#### **Meetings & Events**

- Worked on Cumberland Historic Preservation Plan
- Attended M&CC Meeting
- Attended Leadership Allegany class
- Attended ALLCON board meeting
- Attended DDC Marketing Committee Meeting
- Hosted Community Legacy Advisory Committee Meeting
- Prepared grant applications for FY24 DHCD State Revitalization Programs

#### **Grants, Tax Credits and Section 106 reviews**

Administered/managed funding/grants for:

- Residential Accessibility Improvement Program
- Roof Replacement Program
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

### **Comptroller's Office**

Financial Activity Report

May 2023

Mark Gandolfi, City Comptroller

#### **Cash Flow:**

Attached for your review is a Cash Flow Summary for the month of May 2023.

On May 1, 2023, the City had a cash balance of \$14.7 million (\$12.3 million invested in a value money market program and \$2.4 million participating in a sweep program at First United Bank). Disbursements

exceeded receipts by \$3.3 million resulting in a cash balance of \$11.4 million at May 31, 2023 (\$8.9 million invested in a value money market program and \$2.5 million participating in a sweep program at First United Bank).

As of May 31, the significant tax receivable balances are reflected in the table below.

Adjustments/Abatements represent reductions due to State of Maryland changes in property assessments. Bad Debt represents personal property taxes deemed uncollectible per M&CC Order 27,212.

Taxes receivable (General Fund)						\$ 2,215,425
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2023	\$ 1,684,812	\$ 1,606	\$ (3,663)	\$ 130,475	\$ -	\$ 1,552,280
FY 2022	476,750	5,211	(751)	63,127	-	418,083
FY 2021	75,938	-	(1,630)	2,232	(153)	71,923
FY 2020	79,170	-	(22,251)	189	(73)	56,657
FY 2019	26,552	-	(197)	781	(355)	25,219
FY 2018	36,124	-	(23)	-	(346)	35,755
FY 2017	16,168	-	(21)	-	(1,821)	14,326
FY 2016	16,892	-	(21)	-	(5,381)	11,490
FY 2015	17,363	-	(21)	-	(6,263)	11,079
FY 2014	12,651	-	(21)	-	(5,307)	7,323
FY 2013	9,056	-	(21)	-	(6,001)	3,034
FY 2012	5,289	-	(21)	-	(2,677)	2,591
FY 2011	2,890	-	-	-	-	2,890
Prior FY's	2,775	-	-	-	-	2,775
	<u>\$ 2,462,430</u>	<u>\$ 6,817</u>	<u>\$ (28,641)</u>	<u>\$ 196,804</u>	<u>\$ (28,377)</u>	<u>\$ 2,215,425</u>

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)	\$744,862
Non-Corp Personal Property	5,205
Corporate Personal Property	429,917
Real Property (semiannual payments)	343,415
Real Property (Half Year)	2881
	<u>\$1,552,280</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

### Cash and Investment Summary

May 31, 2023

	Cash	Investments
Beginning Balance	\$ 14,729,077	\$ 30,331,472
Add:		
Cash Receipts	8,725,944	120,217
Investment Transfer	-	-
Less:		
Disbursements	12,066,949	-
Investment Transfer	-	-
Ending Balance	\$ 11,388,072	\$ 30,451,689
Restricted	\$ 4,050,261	\$ 10,083,025

The table below illustrates cash restrictions and restricted investments associated with specific expenditures and/or capital projects.

#### Restricted Cash

	5/1/2023	Increase	Utilization	5/31/2023
Police Seizures	\$ 88,371	\$ -	\$ -	\$ 88,371
Bowers Trust	70,636	-	6,800	63,836
GOB 21	1,822,809	-	-	1,822,809
ARPA	632,223	-	-	632,223
Capital Projects	1,336,821	-	-	1,336,821
Demolition & Fiscal Agent Bonds	107,063	603	1,465	106,201
	\$ 4,057,923	\$ 603	\$ 8,265	\$ 4,050,261

#### Restricted Investments

	5/1/2023	Increase	Utilization	5/31/2023
DDC	\$ 5,039	\$ 20	\$ -	\$ 5,059
GOB 21	3,582	14	-	\$ 3,596
ARPA	10,034,599	39,771	-	\$ 10,074,370
	\$ 10,043,220	\$ 39,805	\$ -	\$ 10,083,025

Increases to GOB21, ARPA and DDC are interest earnings on funds awaiting planned use.

Capital Projects is CSX funding received for the Fayette St. bridge replacement and the increase is the funding for the Cumberland St. bridge design.

DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain.

GOB21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

#### Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds for the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.



**Available Bond Proceeds**

	5/1/2023	Increase	Utilization	5/31/2023
CDA 2019	\$ 690,522	\$ -	\$ -	\$ 690,522
CDA 2021	5,198,797	-	-	5,198,797
CDA 2023	4,078,614	-	724,411	3,354,203
GOB 21	1,826,391	-	(14)	1,826,405
	\$ 11,794,324	\$ -	\$ 724,397	\$ 11,069,927

**Decatur Street Project**

	5/1/2023	Increase	Utilization	5/31/2023
MWQFA Series 2022A	\$ 129,235	\$ -	\$ -	\$ 129,235
MWQFA Series 2022B	74,516	-	-	74,516
Decatur Street Grants	341,731	-	300,000	41,731
	\$ 545,481	\$ -	\$ 300,000	\$ 245,481

**CSO Projects**

	5/1/2023	Increase	Utilization	5/31/2023
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603

CDA 2023 utilization of \$724K includes \$80K toward two ½ ton pickups in water distribution, \$90K for two ½ ton pickups in sanitation and a mower in wastewater treatment plant, \$68K for camera replacements in City Hall and the Public Safety Building, and \$486K toward the influent screen construction at the wastewater treatment plant. GOB21 increase is the result of \$14 interest earned.

Remaining CDA 2019 funding are allocated to SCADA upgrades (\$31K), the Baltimore Street Access project (\$38K), and street paving (\$622K). Remaining CDA 21 funding is primarily allocated to the Baltimore Street Access project (\$1.86M), fuel pump replacement (\$350K), elevator modifications (\$573K), cross connections/hydrants valves (\$361K), Fort Hill reservoir cover replacement (\$587K), paving (\$172K), 5-ton dump truck (\$160K), and Constitution Park general infrastructure (\$150K). Remaining GOB21 funding is primarily allocated to the Baltimore Street bridge replacement (554K), the Baltimore Street Access project (1.2M), and the Cole Street Valve Equipment (\$50K). CDA23 is a new debt issuance as of April 20, 2023 and consists primarily of CPD patrol vehicles (\$275K), ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$500K), influent screen construction (\$558K), and wastewater plant roof replacements (\$342K).

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years. Construction is complete and administrative closeout is expected to be complete in June 2023.

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million of the loan amount being forgivable. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million of the loan amount being forgivable. A water reclamation facility grit removal and UV disinfection project is in the planning phase with the necessary funding in place. The grit removal and UV disinfection project is projected to begin during FY25 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million of the loan amount being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement or acquisition and anticipated to begin construction during FY25 or FY26. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million of the loan amount being forgivable.

**COVID-19:****Available Funding (as of May 31, 2023)**

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Respond to the health emergency						
Community Programs						
DDC Assistance to Small Businesses		\$ 183,500			\$ 49,376	\$ 134,124
Promoting the Community		\$ 33,563			\$ 31,709	\$ 1,854
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 10,650	\$ -	\$ 142,374	\$ 42,626
Pool Area		\$ 71,250	\$ 92,751	\$ 11,718	\$ 71,250	\$ 81,033
Janes Place for Abused Children		\$ 102,623			\$ 30,631	\$ 71,992
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
Community Development Property Improvement		\$ 264,960			\$ 80,690	\$ 184,270
Affordable Housing Assistance		\$ 350,000			\$ 34,631	\$ 315,369
YMCA Bus Replacement		\$ 216,000			\$ 134,151	\$ 81,849
City of Cumberland Signage		\$ 1,000	\$ 79,091	\$ -	\$ -	\$ 80,091
PPE						
General		\$ 44,664			\$ 29,269	\$ 15,396
Facilities and Equipment		\$ 21,336			\$ 22,216	\$ (880)
Prisoner Processing Improvements		\$ 176,200			\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety		\$ 1,300,000			\$ 4,950	\$ 1,295,050
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Revenue Loss		\$10,000,000			\$7,074,957	\$ 2,925,043
Infrastructure Investments						
South End Water Main Replacement		\$ 2,000,000			\$ 116,326	\$ 1,883,674
Industrial Blvd Water Main		\$ 2,000,000			\$ -	\$ 2,000,000
Replace 4" Water Lines with 6" (City-Wide)		\$ 1,073,452			\$ 17,068	\$ 1,056,384
Unallocated		\$ -				\$ -
Unallocated Interest Earned						\$ 188,619
Total:	\$19,595,850	\$19,595,850	\$ 182,492	\$ 11,718	\$9,422,550	\$10,532,694

Respectfully submitted,

Jeffrey F. Silka  
City Administrator

sln

**File Attachments for Item:**

. Maintenance Division monthly report for May 2023

**MAINTENANCE DIVISION REPORT**  
**May 2023**

**Street Maintenance Report**

**Parks & Recreation Maintenance Report**

**Fleet Maintenance Report**

**Central Services Report**

**PUBLIC WORKS/MAINTENANCE  
STREET BRANCH  
MONTHLY REPORT  
MAY 2023**

- Potholes and Citizen Reports
  - 51 Service Requests Completed
  - 33 Streets and 4 Alleys Repaired
- Utility Hole Repairs
  - 7 Water Repairs
  - 3 Sewer Repairs
  - Material Totals:
    - 5 CY Concrete
    - 57 Tons Asphalt
- Tree and Brush Work
  - 10 hazard trees were removed
  - 40 trees were trimmed
  - 5 stumps removed from Park with assistance of Street Department
- Street Cleaning Operations
  - 17 Tons of Debris to Landfill
  - 534 Miles of Streets Swept
- Sign Work
  - 6 Traffic Control Sign Repaired / Installed
  - 2 Street Name Signs Repaired / Installed
- Miscellaneous
  - Traffic Set for 2 Events
  - Baltimore Street Underpass Cleaned 4x
  - Began Table and Grill install at The Park
  - Concrete Patches completed at Constitution Pool
  - Guardrail Installed at Constitution Park

**PUBLIC WORKS/MAINTENANCE  
PARKS & RECREATION  
MONTHLY REPORT  
MAY 2023**

- Constitution Park, Mason's Complex and Area Parklets
  - Cleaned up garbage 12 times.
  
- Parks & Parklets Mowing
  - Parklets
    - Mowed 15 days
  - Park
    - Mowed 20 days
  - Mason Sports Complex
    - Mowed 15 days
  
- Ball Fields
  - Flynn Field
    - Mowed 6 times
    - Drug 4 times
    - Lined time
  - Northcraft Softball Field
    - Mowed 4 times
    - Drug 4 times
  - Nonneman Softball Field
    - Mowed 4 times
    - Drug 2 times
  - Cavanaugh Field
    - Mowed 6 times
    - Drug 3 times
    - Spiked 1 time
  - Abrams Field
    - Mowed 3 times
    - Drug 2 times
    - Spiked 1 time

- Long Field
  - Mowed 4 times
  - Drug 2 times
  - Spiked 1 time
- JC Field
  - Mowed 4 times
  - Drug 3 times
  - Spiked 1 time
- Galaxy Field
  - Mowed 3 times
- Miscellaneous Work
  - Assisted with Pool opening
  - Continued painting concrete tables in the Park.
  - Built New Park Tables
  - Installed Grills
  - Removed Old Yellow Traffic Bollards

**FLEET MAINTENANCE  
MONTHLY REPORT  
MAY 2023**

<b>DEPARTMENT</b>	<b>REPAIRS</b>
Central Services	13
Community Development	1
DDC	0
Engineering	1
Fire	14
Fleet Maintenance	2
Flood	2
MPA	0
P & R Maintenance	35
Police	21
Public Works	0
Sewer	5
Snow Removal	3
Street Maintenance	28
Water Distribution	14
WFP	2
WWTP	7
In House Fleet Maintenance Projects	18
Scheduled Preventative Maintenance	15
Field Service Calls	20
Total Fleet Maintenance Projects	201
Total Repair Orders Submitted	18
Fleet Maintenance Risk Management Claims	0



**CENTRAL SERVICES  
MONTHLY REPORT  
MAY 2023**

- **City Hall:** Set up tents and chairs for the 48<sup>th</sup> Annual Maryland Historical Preservation Award 2023, Moved the new receptionist desk into the first floor that was delivered and put it together. Removed an old desk from the rotunda and scraped it.
  
- **Municipal Service Center:** Finished up the lights and outlets in the new garage.
  
- **Public Safety Building:** Repaired garage door #3 at the Fire Department. Replaced the chain on garage door #2 at the Fire Department. Moved all the snow removal equipment from the Police garage to the shed. Adjusted the travel on door#2 at the Fire Department. Made adjustments to the HVAC controls on the 2<sup>nd</sup> floor Police side of the building. Repaired lights in the men's locker room Police side 2<sup>nd</sup> floor. Hung a large memorial plaque on the 2<sup>nd</sup> floor Fire Department. Replaced a garage door opener for the #6 door Fire department. Replaced cat 6 cable from the 2<sup>nd</sup> floor Fire department bunk room to the 2<sup>nd</sup> floor IT room.
  
- **Fire Stations #2:** Recharged one of the split units for the back sleeping area. Greased the garage door. Replaced a smoke detector in the TV room.
  
- **Fire Station #3:** Checked on the building for water leak.
  
- **Canadian Hose House:** Checked on the building for water leak.
  
- **Downtown Area & Mall:** Helped set up and take down the Friday after 5 on Centre Street.
  
- **Traffic and Street Lights:** Removed a street light that was hit and knocked down at Frederick St and Decatur St. Put in flash and reset the traffic lights at Green and Johnson St, Bridge St. and Green St. Maryland Ave. and Williams St multiple time for NPL. Marked and reported 9 street lights to the power company to be repaired.

- **Parks areas:** Unclogged the drain around the Baby pool at the Park. Replaced the faucets in the girl's bathroom at the park main building. Finished up the guard shack upgrades (porch roof, soffit, railing and painting). Removed the sand filter covers on all 3 filter to check for channeling in the sand. Started up all the pumps for the pool. Repaired all the leaks in the piping to pass inspection. Replaced all 22 hand rail bracket on the water slide steps. Reinstalled the CO2 tank for the baby pool and built a fence around the tank to hide it. Install the two way gate latch on the baby pool gate. Installed the chlorine pumps for the baby and the big pool. Painted the bare steel on the water slide steps. Started replacing the seat board on all the concrete picnic table at the Park. Repaired all the busted pipes that wasn't drained over the winter in the main building and the snack shop at the park. Replaced 3 toilets that froze and broke over the winter. Increased the power to the guard shack panel.
- Load tested generators. May 25, 2023
- Monthly Safety Meeting – May 18, 2023
- PM's on all the pumps and motors at PSB, City Hall and MSC

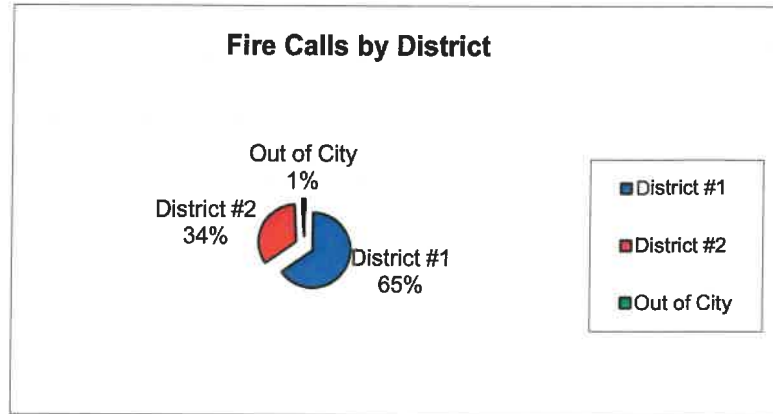
**File Attachments for Item:**

. Fire Department monthly report for May, 2023

**REPORT OF THE FIRE CHIEF FOR THE MONTH OF MAY, 2023**  
**Prepared for the Honorable Mayor and City Council and City Administrator**

**Cumberland Fire Department Responded to 121 Fire Alarms:**

Responses by District:	
District #1	79
District #2	41
Out of City	1
	<hr/> 121



Number of Alarms:  
 First Alarms Answered: 121

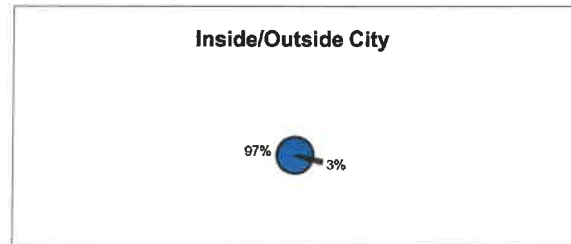
Calls Listed Below:	
Property Use:	
Public Assembly	3
Educational	1
Institutional	11
Basic Industry/Utility	1
Residential	55
Stores and Offices	5
Special Properties	45
	<hr/> 121

Type of Situation:	
Fire or Explosion	7
Overpressure, Rupture	2
Rescue Calls	73
Hazardous Conditions	7
Service Calls	3
Good Intent Calls	15
False Calls	14
	<hr/> 121

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May:	\$5,040.68
Total Fire Service Fees for Fire Called Billed by Medical Claim-Aid Fiscal Year to Date:	\$15,940.68
Fire Service Fees for Fire Calls Paid in May:	\$445.41
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$3,500.68
Total Fire Service Fees for Fire Calls Paid in Fiscal Year 2023:	\$3,640.68
Fire Service Fees for Inspections and Permits Billed in May:	\$200.00
Fire Service Fees for Inspections and Permits Paid in May:	\$200.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,550.00

## Cumberland Fire Department Responded to 506 Emergency Medical Calls:

In City Calls	489
Out of City Calls	<u>17</u>
Total	506



Total Ambulance Fees Billed by Medical Claim-Aid in May:	\$70,920.47
Ambulance Fees Billed Fiscal Year to Date:	\$1,521,439.09
Ambulance Fees Paid: Revenue received in May:	\$106,850.75
FY2023 Ambulance Fees Paid in FY2023:	\$996,357.69
Total Ambulance Fees Paid in FY2023: (All ambulance fees, current and previous fiscal years, paid in FY2023.)	\$1,194,266.33

## Cumberland Fire Department provided 15 Mutual Aid Calls:

12 Mutual aid calls within Allegany County	
<u>3 Mutual aid calls outside of Allegany County</u>	
15	

Bowman's Addition VFD	6
Cresaptown VFD	5
Flintstone VFD	<u>1</u>
	12

Ridgeley VFD, WV	<u>3</u>
	3

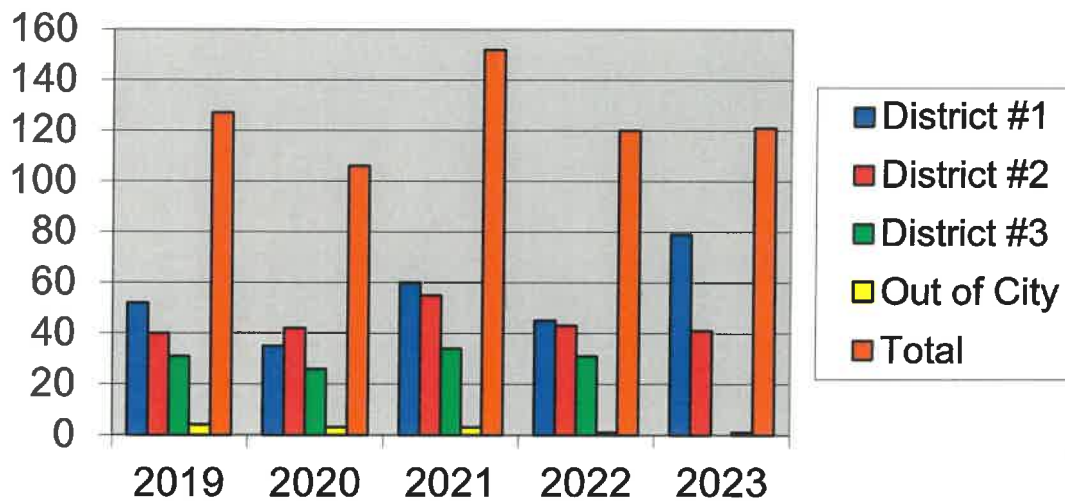
## Cumberland Fire Department provided 2 Paramedic Assist Calls:

0 Paramedic assist calls within Allegany County	
<u>2 Paramedic assist calls outside of Allegany County</u>	
2	

Ridgeley VFD, WV	1
Springfield EMS, WV	<u>1</u>
	2

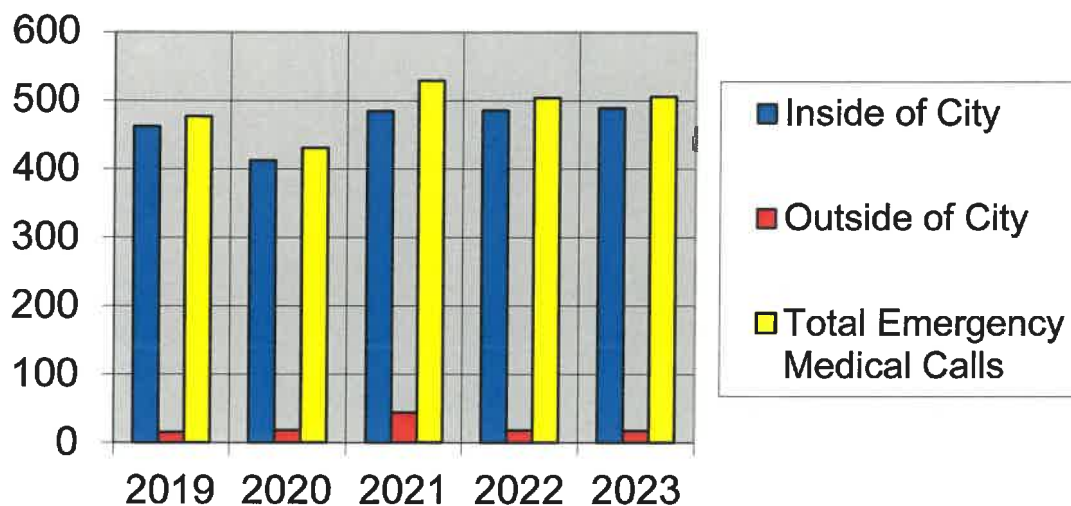
### Fire Calls in the Month of May for a Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District #1	52	35	60	45	79
District #2	40	42	55	43	41
District #3	31	26	34	31	0
Out of City	<u>4</u>	<u>3</u>	<u>3</u>	<u>1</u>	<u>1</u>
Total	127	106	152	120	121



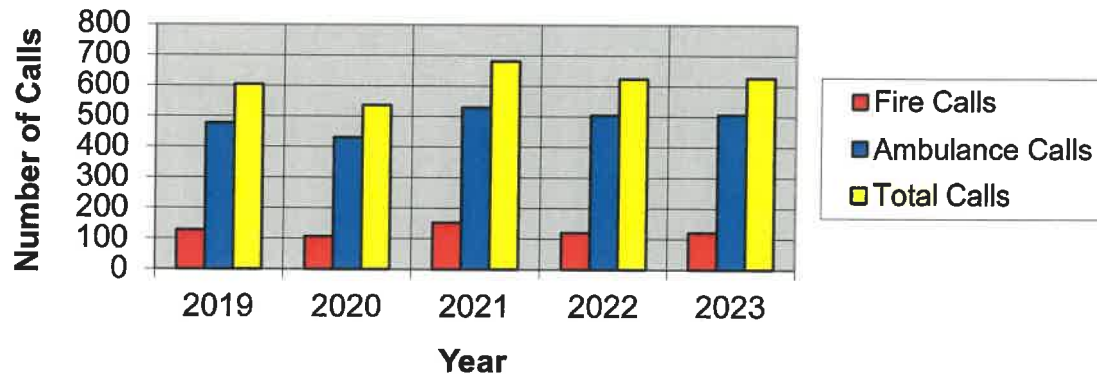
### Ambulance Calls in the Month of May for a Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Inside of City	462	413	485	486	489
Outside of City	<u>15</u>	<u>18</u>	<u>44</u>	<u>18</u>	<u>17</u>
Total Emergency Medical Calls	477	431	529	504	506



### Fire and Ambulance Calls in the Month of May for a Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Fire Calls	127	106	152	120	121
Ambulance Calls	<u>477</u>	<u>431</u>	<u>529</u>	<u>504</u>	<u>506</u>
Total Calls	604	537	681	624	627



### Training

Training Man Hours: 632.5 man hours

Hose Operations  
 Fire Inspections  
 Fit Testing  
 Fire Drill UPMC WMD.  
 Fire Behavior  
 Ladders  
 Health and Wellness  
 Truck #1 Driver's Training  
 SCBA Rescue Breathing  
 Aerial Operations  
 Ropes and Knots  
 EMS Certifications  
 Confined Space Rescue  
 Thermal Imaging Camera  
 Gear Inspections

### Fire Prevention Bureau

Investigations Conducted	0.00
Inspections Performed	6.00
Conferences Held	16.00
Complaints Received	1.00
Correspondence Written	33.00
Plans Reviewed	5.00
Burning Permits	14.00
Public Education	3.00

### Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

**File Attachments for Item:**

. Police Department monthly report for May 2023





# **City of Cumberland Department of Police**

**Monthly Report**

**May 2023**



# City of Cumberland Department of Police

## Monthly Report

### May 2023

#### Part 1 Crimes for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Aggravated Assaults	0	7	B & E (All)	12	10	Murder	1	0	Rape	0	2
Robbery	4	1	Theft - Felony	0	1	Theft - Vehicle	0	2			

#### Selected Criminal Complaints for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Theft - Misdemeanor	20	11	Theft - Petty	19	24	Domestic Assaults	26	22	CDS	37	22
Disturbances	150	152	DOP/Vandalism	19	17	Indecent Exposure	1	4	Sex Off - Other	1	8
Suicide	0	0	Suicide - Attmpt.	1	1	Tampering M/V	0	0	Abuse - Child	0	0
Trespassing	30	24	Assault on Police	4	3	Assault Other	30	34			

#### Selected Miscellenous Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alcohol Volations	0	1	Juvenile Compl.	29	23	Missing Persons	7	5	School Resource	238	173
School Threat	0	1	Sex Off. Regist.	4	5	Truancy	2	0	Death Investigation	4	6

#### Selected Traffic Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
DWI	11	12	Hit & Run	24	27	M/V Crash	55	74	Traffic Stop	353	359

#### Selected Service Calls for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alarms	64	32	Assist Motorist	33	19	Check Well-Being	150	125	Foot Patrol	60	100
Assist Other Agency	77	81	Bike Patrol	18	22	Special Events	14	13	Suspicious Activity	85	98

#### Current Incident Status for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Open	22	101	Arrest	276	234	Closed	2268	2306	Suspended	66	49



# City of Cumberland Department of Police

## Monthly Report

### May 2023

#### Arrests Totals for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
M/V Citations	50	48	M/V SERO	5	1	M/V Warnings	290	331	Arrest on View Adult	48	45
Arrest On Crim. Cit.	16	25	Arrest Summons	20	36	Arrest Warrant Adult	41	46	Adult Crim.	127	151
Arrest Summon (Chrg)	19	32	Arrest Warrant (Chrg)	14	16	Juvenile Crim.	25	13	Arrest on View Juv	24	9
Arrest Warrant JUV	0	0	Emer. Petition	58	42	Fingerprinting	0	3	RunAway & Miss Per.	5	4
Civil Citation	3	2									

**Total Incidents Reported :**

<b>2022</b>	<b>2023</b>
<b>2,632</b>	<b>2,690</b>

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**Chuck Ternent - Chief of Police**

# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

May 2023

### SWORN PERSONNEL: 51 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	7 recruits
Medical/Modified Duty	0 officers

### CIVILIAN EMPLOYEES: 7 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	2 part time

\*=Grant funded

\*\*=Shared costs with other agencies

### LEAVE REPORT

VACATION TAKEN: 975  
COMP TIME USED: 73.25  
SICK TIME USED: 278.25

YEAR TO DATE (beginning 07/01/22): 8,543  
YEAR TO DATE (beginning 07/01/22): 1,377.50  
YEAR TO DATE (beginning 07/01/22): 2,280.50

### OVERTIME REPORT

OVERTIME WORKED: 199  
HOSPITAL SECURITY: 76  
COURT TIME WORKED: 288

YEAR TO DATE (beginning 07/01/22): 1,901.75  
YEAR TO DATE (beginning 07/01/22): 692  
YEAR TO DATE (beginning 07/01/22): 3,721.50

**File Attachments for Item:**

. Utilities Division Flood/Water/Sewer monthly report for May 2023

# Utilities Division Activity Report for May 23 WATER

REQUEST	W/E 5/5/23	W/E 5/12/23	W/E 5/19/23	W/E 5/31/23	MONTHLY TOTALS
<b>Service Technicians</b>					
NON READS	12	32	33	36	113
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	1		1		2
LEAK INVESTIGATIONS/turn off-on	11	8	5	5	29
METER/STOP INVESTIGATIONS	20	13	5	13	51
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS		11	2	5	18
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	61	46	52	44	203
NONPMT/BAD CK/AGREEMENT SHUT OFFS	66	49	44	32	191
SUSPENDED ACCTS - RECHECKS				21	21
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS		3			3
NEW METER - Residential	11		7	3	21
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial	3				3
HYDRANTS FLUSHED				34	34
PRESSURE CHECK/NO WATER/DIRTY WATER					0
MOVE METERS OUTSIDE	3	3	5	1	12
SP Change Outs/Repairs/Reactivates/Move	12	4	12	4	32
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	4	3	5	1	13
HYDRANT/IRRIGATION METER					0
<b>Total</b>					<b>746</b>
<b>Pipe Technicians</b>					
LINE LOCATOR	155	51	251	228	685
TAPS SERVICED	4	4	5	2	15
LEAKS REPAIRED	2	2		2	6
CLEANED WAREHOUSE/SKIDSTEER/BACKHOE	3				3
BALT ST - RAISED 4" FIRELINE	3				3
CLEANED #304 & TOOLS/CLEANED 306	2			3	5
WEED EATED PIPE RACK @ BALLFIELD	3				3
BALT ST - MOVED 8" UP 3'	3				3
MILTENBERGER PL - ABANDONED SERVICE	3				3
416 FAYETTE - TIED INTO SETTER	3				3
612 WASHINGTON - OFF/ON FOR PLUMBER	3				3
MD AVE - LEAK INVESTIGATION/NO LEAK		4			4
13007 BEDFORD RD - LOCATING SERVICES		4			4
BACKFILLED SEVERAL STREETS		3			3
CHECKED PUMP HOUSE FOR LEAK/FRANTZ		3			3
CHICK-FIL-A / COLD MIXED HOLE			2		2
FLUSHED HYD - DILLEY @ FAIRVIEW			3		3
HYD - PARK @ HARRISON/OUT OF SERVICE			3		3
PARK POOL - VAC UP BROKEN SEWER MAIN			3		3
INSTALLED NEW HYD - SPRING @ ELM			3		3
CUMB COUNTRY CLUB - COLD MIXED HOLE			3		3
BALT ST - CUT & CAPPED OLD 12" MAIN				4	4
506 RIZER - LOCATE CURB BOX				2	2
COUNTRY CLUB - RAN HOSE TO FILL POOL				4	4
HYD - SPRING ST/OUT OF SERVICE			3		3
HANOVER ST - PREPPING FOR PROJECT			2	12	14
BALT ST - FLUSHED HYD FOR 30 MINUTES				3	3
TOOK PUMP HOSE TO WFP PUMP STATION				3	3
NPL HIT LINE - CUMB @ FAYETTE/THEY FIXED				3	3
BALT ST- CAPPED OFF 12" MAIN FOR TRITON				3	3
PAINTED NUMBERS ON HYDRANTS				3	3
BALT ST - TIE INS W/ TRITON				4	4
ASSISTED W/ CARING & SHARING				2	2



Watershed					
Moved mini excavator back to warehouse					
Cleaned garage at dam					
Cleaned #379					
Burned brush					
Removed downed trees from emergency access roads					
Oil change #382					
Removed downed trees - Sierra Ln					
Removed downed trees - Hazen Rd					
Removed downed trees - logging access gate					
Removed downed trees - Gordon Rd					
Pushed up fill @ dump site					
Removed downed trees - both main lines & access roads from dam to Beallsmill Rd					
Opened gate 15-1 for timber sale tour					
Removed downed tree - field @ barn					
Helped Ace at UPMC @ meter vault - low flow problem					
Ft Hill Reservoir - Dry run shut down test for valve repair					
Dropped off 305 at dam to haul brush from Ft Hill Reservoir					
Moved 317 back to barn - refueled & greased					
Spoils Pile - moved & stacked concrete footings that were hauled from the warehouse					
Cleaned loader					
Removed downed trees & brush - Smousesmill Rd 36" main					
Moved concrete, dirt, blacktop @ park fill site					
Greased & refueled excavator					
Hauled dirt to fix rut in field - Lake Gordon Rd					
Removed brush & trees from Lake Gordon Rd					
Removed brush & trees from Whitetail Ln 36" main					
Park Pool - turned in & shut down valves					
Mowed field inside fence/outside field/below spoils pile/sample station field/below clear well/spillway/Lake Gordon Rd field					
Performed maintenance on 398					
Shut down 2 - 12" valves from Haystack tank to Wills Creek Pump Station					
Assisted WFP with replacing pump & valve inside pump station					
Turned in valves at BW for Wills Creek Pump Station					
Projects					
Projects					0
GRAND TOTAL					1557

# May 2023 Monthly Report

## FLOOD MAINTENANCE

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Test run pumps and run gates

Run gate operators

Check sewage regulators

Safety meeting

Run Greene St. pump

Clean bullpen

Clean all storm drains

Brush cut around outlets at the river.

Mowed Rt. 28 ditch, west levee ditch, parklets, Moose, Kelly Blvd, Narrows, Furlows, Dentist Office,

Viaduct, Bull Pen, Mill Race

Preform other maintenance work as required

## SEWER BRANCH

Calls answered	3
Service lines opened	0
Owner's trouble	3
Traced lines/main	377
Mains Repairs/ Replace	4
Sewer taps installed/replaced	0
Cleaned catch basins	17
Cleanouts installed	2
Televised sewer mains	4 mains
Televised sewer lines	1 service lines
Call outs/ overtime	8 callouts/ 17 hours overtime
Weekly check of overflows, pits	4



Catch basin repair/rebuild	0
Flushed mains	5,811 Feet
Gallons of water used	11,500 Gals.
605 Vac-con truck	5,000 Gals.
608 Flush truck	7,500 Gals.

Safety meeting

223 Charles St. in alley repaired sewer main  
406 South St. cut roots out of service line, repaired and added  
C/O  
Constitution Park repaired drain pipe in two places added C/O  
Hydro for Triton on the downtown mall  
Parks St. camera sewer main  
406 South St. camera main and service line found roots in  
street had to dig up to cut out roots  
Hydro 1 site (belt R.R. crossing Baltimore St.)  
Hydro 8 Sites (water)

Hydro 4 sites (sewer)

**File Attachments for Item:**

1. Approval of the Closed, Work, and Regular Session Minutes of June 6, 2023

# Mayor and City Council of Cumberland

## Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2<sup>nd</sup> Floor Conference Room

Tuesday, June 6, 2023; 4:45 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(3) of the General Provisions Article of the Annotated Code of Maryland to discuss a real estate matter involving City-owned property.

**MOTION:** Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 4-0.

**PRESENT:** Raymond M. Morriss, President; Council Members Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini. Richard Cioni was absent.

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael S. Cohen, City Solicitor



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael S. Cohen  
City Clerk Allison K. Layton

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## Mayor and City Council of Cumberland

### WORK SESSION

City Hall 2<sup>nd</sup> Floor Conference Room  
57 N. Liberty Street  
Cumberland, MD 21502

Tuesday, June 6, 2023, 5:15 p.m.

**PRESENT:** Mayor Raymond M. Morriss; Council Members: Eugene Frazier, Jimmy Furstenberg, Laurie Marchini. Richard Cioni was absent

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Richard Rhinehart, Percy Public Affairs

**Media:** Teresa McMinn, Cumberland Times-News  
Kathy Cornwell, WCBC Radio

### I. LEGISLATIVE SESSION DISCUSSION - PERCY PUBLIC AFFAIRS

Mr. Richard Rhinehart provided a handout, and discussed the 2023 MD General Assembly Legislative Session and the three major priorities for Cumberland that were introduced for consideration. He advised that through the collective efforts by the Mayor, the Western MD Delegation, the bill sponsors, and other local stakeholder support, two of the three bills passed the state legislature and will become law this year:

#### Senate Bill 518/House Bill 779; Tax Sales – Revisions (Effective June 1, 2023)

Allows for the governing body of a county or municipality to petition the court to be assigned a certificate of sale for a property, or to take title to a property, under specified circumstances in which the holder of a certificate of sale has not pursued or complied with a foreclosure judgment in a timely manner.

#### Senate Bill 277/House Bill 729; Real Property – Sheriff's Sales – Procedure and Subordinate Interests (Effective 10/1/23)

Establishes that a sheriff's sale of real property extinguishes any subordinate lien or interest on the land being sold. Also specifies that existing provisions related to exemptions do not impair a lien on land affected by a judgment in favor of a local government for real property maintenance violations or nuisance condition violations that is indexed and recorded in accordance with Maryland Rules.

Mr. Rhinehart discussed the General Assembly budgetary outcomes, and advised that the ongoing general fund revenues exceed ongoing expenditures by more than \$150M in fiscal 2024.

Mr. Rhinehart then reviewed notable highlights for the City in Economic Development and Tourism. He advised that the WMSR and the Allegany Museum had worked aggressively with the previous administration to secure increases in operational and capital funding for FY24, but said that even though both organizations were recommended for funding approval, the budget didn't include any capital requests or legislative pre-authorization. He said these projects were stripped based on political preference, not on merit.

Mr. Rhinehart explained that this reaction spurred multiple meetings and a writing campaign, and said that for the WMSC and the Allegany Museum, despite a tumultuous start of the session, they overcame several political hurdles and came away with some laudable state support for their capital and operational needs.

Mr. Rhinehart advised that the Allegany Museum received \$200K that will be provided to the Board of Directors. He also mentioned that Humpty Dumpty Learning Center will receive \$75K for the Board of Directors.

Mr. Rhinehart advised that the WMSR received \$300K in capital appropriations for FY24, and stated that Canal Place Preservation and Development Authority received \$6M.

Mr. Rhinehart stated that moving forward, there were several observations that will be critical for the City to receive future support by the state legislature and the new Administration. He stated that there is still work ahead of us, and said he wants to work on developing priorities in the next few weeks. He also mentioned issues with water and sewer, and said he wants to put together a package for supporters in Annapolis, and meet face to face. He discussed having the Governor visit Cumberland, and said it looks promising. He then opened the floor for questions.

Mayor Morriss said he was pleased with the legislative session, and said Mr. Cohen did a good job working with the legislative staff in writing the bills to find a middle ground. He added that he looks forward to strengthening relationships so the City can speak with a good solid voice for future sessions.

There was discussion about the transition to the new administration, with Mr. Rhinehart saying that his overall view of the session was a success.

Mr. Silka asked for the latest draft of the Cannabis law; Mr. Rhinehart explained that it is substantial, and said he will provide the City with the law and the fiscal law.

## **II. HOTEL/MOTEL ALLOCATIONS**

Mr. Silka advised that at the end of May 19 applications for the hotel/motel tax funding were received, with 18 completed appropriately, and said there is a budget of \$45K. He stated that

there was over \$100K in requests from all organizations, so now is the time to decide who receives how much. He added that Ms. Layton has provided a spreadsheet for each member of M&CC to input the amounts they decide on, and stated that the completed spreadsheets are due next Wednesday, June 14<sup>th</sup>. Mr. Cohen reminded everyone to not offer recommendations for any boards or organizations they are members of, and to just leave it blank.

### **III. AGENDA REVIEW – JUNE 6, 2023**

Mr. Silka reminded M&CC that all the budget ordinances are up for their 2<sup>nd</sup> and 3<sup>rd</sup> readings tonight. He also discussed the sale of 332 N. Mechanic Street (Canada Hose House) for \$156K to the Allegany County Historical Society, with the old fire house at 411 Frederick Street being sold for \$94K, that will be added to the agenda when the time comes. Mr. Silka mentioned the new pay ordinance that updates the City's pay scales, and said a few new positions were added.

Mr. Silka said the Orders are pretty much just housekeeping, and mentioned the sign order for \$80K that will provide standard signage in all parks throughout the City.

Board and Commission appointments were discussed, as was the swearing-in of two new police officers. Also, there are two proclamations to be read and presented.

Mr. Silka discussed the Evitts Creek Watershed timber sale that brought in \$150K, as well as the order for the paving project regarding all the street work done by Columbia Gas.

### **IV. MAYOR AND CITY COUNCIL UPDATES**

Council Member Frazier discussed the upcoming events beginning June 17<sup>th</sup> at City Hall celebrating Juneteenth, and said he would provide copies of the schedule.

Mayor Morris mentioned June 6<sup>th</sup> as the 79<sup>th</sup> anniversary of D Day, remembering the sacrifices of the men and women of the Allied Forces that day.

The Mayor discussed DelFest, said it was a good turn-out and probably the best weather over that 4-day event they've seen for a long time. He also talked about the Levitt AMP music series which will be every Thursday from June 1<sup>st</sup> to August 3<sup>rd</sup> at 6:30 p.m. at Canal Place.

Mayor Morris mentioned the Allegany Arts Council Plein Air reveal on Friday at 6:00 p.m. at the Shrine Club, and the Wing-Off at the fairgrounds on June 17<sup>th</sup>. He also mentioned the Farmer's Market, which has moved to Canal Place during the Baltimore Street construction phase.

Council Member Furstenburg had no updates.

Council Member Marchini mentioned that Lita Havens of Schoolhouse Quilters Guild wants to bring kids in during the Plein Air Quick Draw event, and have M&CC stop and say hello. She also talked about the DDC meeting on Thursday and asked for someone to sit in her place in her absence. Council Member Frazier volunteered.

There was discussion about the Virtual Town Hall for the Baltimore Street project on June 27<sup>th</sup>. There was also discussion about Community Legacy that met today to rank 4 projects that will be presented at the next meeting to vote on. Council Member Marchini added that Ruth Davis-Rogers received a grant from Preservation Maryland for the Methods Class at AC. She also requested any ARPA funds left to help support the art project at the completion of Baltimore Street.

Leadership Allegany was discussed, with new recruiting classes starting up, as well as the Allegany County Chamber of Commerce Lucky Ladies Night Out, which is June 9<sup>th</sup>.

#### **IV. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 6:03 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

Minutes approved on: \_\_\_\_\_



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael Scott Cohen  
City Clerk Allison K. Layton

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## MINUTES

M&CC Public Meeting  
City Hall, Cumberland, MD

DATE: June 06, 2023

### **I. OPEN SESSION – 6:15 a.m.**

### **II. Pledge of Allegiance**

### **III. Roll Call**

#### **PRESENT:**

Council Member Eugene T. Frazier  
Council Member Jimmy L. Furstenberg  
Council Member Laurie P. Marchini  
President Raymond M. Morriss

Council Member Richard J. "Rock" Cioni was absent

**Also Present:** Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Michael S. Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Captain Jim Burt, Administrative Services - CPD; Carralee Silka, Ombudsman - Allegany County HRDC; Heidi Gardner, NAACP Chapter 7007

### **IV. Statement of Closed Meeting**

Mayor Morriss announced that a closed session had been held on June 6, 2023 at 4:45 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated code of Maryland.

### **V. Presentations**

1. Administering the Oath of Office to Patrol Officers Austin Groves and Johnathon Skelley.



Mayor Morriss administered the Oath of Office, and Captain Burt provided background on the officers' training as well as their personal lives. The Captain also recognized family members in attendance.

## **VI. Proclamations**

1. Proclaiming June 15, 2023 as World Elder Abuse Awareness Day in the City of Cumberland

Mayor Morriss read the proclamation and presented it to Ms. Carralee Silka, HRDC

2. Proclaiming June 2023 to be Pride Month in the City of Cumberland

Mayor Morriss read the proclamation and presented it to Heidi Gardner, NAACP, Chapter 7007.

## **VII. Approval of Minutes**

**Motion** to approve the minutes was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

1. Approval of the Closed, Work and Regular Session minutes of May 16, 2023

## **VIII. Public Comments**

All public comments are limited to 5 minutes per person

## **IX. Unfinished Business**

### **(A) Ordinances**

1. **Ordinance 3947** (*2nd and 3rd readings*) - authorizing the transfer of 222 Bond Street to Blake Hill for the purchase price of \$500.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

2. **Ordinance 3948** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY24 Water Fund.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0

3. **Ordinance 3949** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY24 General Fund.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

4. **Ordinance 3950** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY24 Sewer Fund.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

5. **Ordinance 3951** (*2nd and 3rd readings*) - providing for the annual expenditure appropriations for the FY24 Special Purpose Funds.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Marchini, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

6. **Ordinance 3952** (*2nd and 3rd readings*) - providing for the City Tax Levy for FY24.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

7. **Ordinance 3953** (*2nd and 3rd readings*) - to provide for an increase in water rates effective July 1, 2023.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

8. **Ordinance 3954** (*2nd and 3rd readings*) - to provide for an increase in trash rates effective July 1, 2023.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Marchini, seconded by Council Member Frazier, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

9. **Ordinance 3955** (*2nd and 3rd readings*) - amending the fee schedule for Fire Department services, including emergency medical response services and false alarm fees.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

10. **Ordinance 3956** (*2nd and 3rd readings*) - authorizing the transfer of 421 Arch Street to Texas Development and Design, LLC for the purchase price of \$200.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

11. **Ordinance 3957** (*2nd and 3rd readings*) - authorizing the transfer of 443 Columbia Street to Texas Development and Design, LLC for the purchase price of \$200.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

12. **Ordinance 3958** (*2nd and 3rd readings*) - authorizing the transfer of 107 Springdale Street to Texas Development and Design, LLC for the purchase price of \$150.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

13. **Ordinance 3959** (*2nd and 3rd readings*) - authorizing the transfer of 109 Springdale Street to Texas Development and Design, LLC for the purchase price of \$150.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its third reading, and was passed on a vote of 4-0.

## **X. New Business**

### **(A) Ordinances**

**Ordinance 3960** (*1st reading*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades.

**First Reading:** The ordinance was submitted in title only for its first reading. **Motion** to accept the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

**Ordinance 3961** (*1st reading*) - authorizing the transfer of 332 N. Mechanic Street and 400 N. Mechanic Street to the Allegany County Historical Society for the purchase price of \$156,000.

**First Reading:** The ordinance was submitted in title only for its first reading. **Motion** to accept the first reading and table until next meeting was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 4-0.

**Ordinance 3962** (*1st reading*) - authorizing the transfer of 411 Frederick St. to Sarit Lisogorsky for the purchase price of \$94K.

**First Reading:** The ordinance was submitted in title only for its first reading. **Motion** to accept the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

### **(B) Orders (Consent Agenda)**

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

**Order 27,243** - appointing Jamie Echefu to the Downtown Development Commission and Chester Dale Burgess, Sr. to the Shade Tree Commission.

**Order 27,244** - authorizing the City Administrator to execute all FY24 Employment Agreements for part-time employees.

**Order 27,245** - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2023 Spring/Summer season.

**Order 27,246** - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap.

**Order 27,247** - authorizing the renewal of the LOGOS.net Finance/HR system support and maintenance contract for a one-year term at a cost not to exceed \$54,131.67.

**Order 27,248** - accepting the bid of American Hardwood Industries, LLC for the "Evitts Creek Water Company 2023 Watershed Timber Sale" (City Project 2023-13-M) in the lump sum amount of \$150,848.94.

Mr. Silka advised that this timber sale was handled under the observation of the City's consulting forester.

**Order 27,249** - authorizing the execution of a reimbursement and release agreement with Columbia Gas for the restoration work on Centre, Mechanic, Polk, Hanover and Bedford Ext. Streets for a lump sum payment to the City of \$199,314.40.

**Order 27,250** - accepting the bid from Sign Here for the “2023 Park & Public Facilities Signage” for signs at Constitution Park and other City facilities in the not to exceed amount of \$80,090.50.

## **XI. Public Comments**

**Amanda Jackson, 267 National Hwy., Apt. 4,** spoke about creating an ordinance that would allow hotels to utilize empty/unsold rooms for the working homeless while they are on the waiting list for housing assistance.

Mayor Morriss stated the hotels could establish their own rates, and said it’s not in the City’s purview to do an ordinance. He added that hotels can do that of their own free will now, and thanked Ms. Jackson for speaking on the topic.

**Chuck Park, CEO - Charis Winery & Distillery, 16 Howard St.,** spoke about Cumberland’s rich history in distilling and craft beverage production, and mentioned the James Clark Distillery outside the City that was built in 1836, flourished, and became one of the largest in the mid-U.S. He provided information on his own business, which he stated has expanded to include distilling of Bourbon named after the City. He presented Mayor and Council with Bottle No. 3.

Mayor Morriss thanked Mr. Park, said it’s good to see his business expanding and thriving. He stated that this bottle would be stored as a collector’s item. Mr. Park advised that tomorrow night at the Corner Tavern they will be doing a release event, and invited M&CC to attend.

**Dana Tinnen, Wallace St.,** spoke about the two ordinances for the increase in water and trash rates, and said it puts a strain on unemployed people like himself.

Mayor Morriss advised that these ordinances have been discussed in two meetings, and have been posted in the Times-News, as well as on the radio. He stated that on average, the increase will be less than \$2 per bill. He added that the increase is due to rising costs of chemicals, and employees.

**Frank Clark, 814 Buckingham Rd.,** spoke about communicating by email with M&CC regarding the past major litter problem on Greene St. across from the car wash, and said he has been picking it up. He advised that now it has improved about 80%, and thanked M&CC with their assistance in that effort. Mr. Clark moved to a different topic, and suggested that since sidewalks are being torn up on Greene Street, this would be a great opportunity to plant trees to improve the tree canopy in Cumberland. He spoke about a study in 2016 that recommended planting more trees along Greene St., but said after attending Shade Tree Commission meetings, he has run into some resistance. He said that trees have a positive effect on people, reduces violence and drug use, and said he’d like to see something done before the sidewalks are done and it’s too late. He also suggested applying for grant money for planting trees.

Mayor Morriss stated that he appreciated Mr. Clark’s comments, and also thanked him for emailing his plan. The Mayor stated that if resistance exists, there are solutions to the resistance, and thanked Mr. Clark for his continued involvement.

**Spencer Remson, 414 S. Cedar St.**, spoke about her father, William H. Harris, Jr., a former City employee, who graduated from Fort Hill, and is co-founder of the organization The Wild Bunch, which participated in local giveaways to the community of clothes, shoes, food, and school supplies. She mentioned that Mr. Harris was also co-founder of the Soul Shack restaurant. She stated that he started his City employment in 1977, and moved forward to become the first African-American Public Works Foreman. Ms. Remson asked that a permanent memorial be placed – a park bench, plaque, or a tree planted, in his memory.

Mayor Morriss thanked Ms. Remson, and advised that Council Member Furstenberg has already brought this topic up to M&CC, and said they are planning on doing a certificate or a plaque at the Public Works building, and said when they do they will make sure her and her family are invited to the ceremony. Council Member Frazier noted that he knew Mr. Harris quite well, and used to hang out with him.

**Tifani Fisher, President - Allegany County NAACP Chapter 7007**, spoke about their Youth Council, and said they would like Mayor Morriss to attend their event so they can get a photo with him. Ms. Fisher said she wanted to shine a light on the Juneteenth events planned for June 16 – 19, 2023, celebrating freedom and unity. She invited M&CC not to just attend, but to come and have an experience with them.

Mayor Morriss thanked Ms. Fisher for the invitation, and said he'd see what they could do to make arrangements to be there.

All public comments are limited to 5 minutes per person

## **XII. Adjournment**

With no further business at hand, the meeting adjourned at 7:16 p.m.

Minutes approved on: \_\_\_\_\_

Raymond M. Morriss, Mayor: \_\_\_\_\_

ATTEST: Allison K. Layton, City Clerk: \_\_\_\_\_

**File Attachments for Item:**

1. Ordinance 3960 (*2nd and 3rd readings*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades



**ORDINANCE NO. 3960**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED, "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTIONS 16-1 THROUGH 16-6 FO THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), FOR THE PURPOSE OF UPDATING EMPLOYEE PAY GRADES."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Sections 16-1 of the Code of the City of Cumberland (1991 Edition) be and are hereby repealed and reenacted as follows:

**16-1. Pay Grades - AFSCME Employees**

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the American Federation of State, County and Municipal Employees (AFSCME) No. 553:

(a). General Trades and Labor

Arborist I	7
Arborist II	8
Auto Technician – Entry Level	7
Auto Technician I	8
Auto Technician II	9
Facilities Technician – Entry Level	6
Facilities Technician I	7
Facilities Technician II	8
HVAC Mechanic	11
Journeyman Electrician	11
Plant Electrician	11
Lead Utilities Technician	9
Meter Technician Coordinator	8
Parking Meter Supervisor	8
Pipe Technician - Entry Level	6

Pipe Technician I	7
Pipe Technician II	8
Pipe Technician III	9
Plant Technician - Entry Level	6
Plant Technician I	7
Plant Technician II	8
Plant Technician III	10
Public Works Technician - Entry Level	6
Public Works Technician I	7
Public Works Technician II	8
Service Technician - Entry level	6
Service Technician I	7
Service Technician II	8

(b). Clerical, IT, and Administrative

Accounting Associate I	6
Accounting Associate II	7
Accounting Associate III	10
Accounting Clerk	8
Accounting Specialist	9
Administrative Associate I	7
Administrative Associate II	9
Codes Technician	9
Contracts Administration Officer	10
Engineering Technician I	9
Engineering Technician II	10
Fire Administrative Officer	9
Laboratory Technician, Water Reclamation	9

Police Records Specialist	7
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## **16-2. Pay Grades - UFCW Employees / Law Enforcement Officers**

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the United Food and Commercial Workers (UFCW), Local 1994 and/or who are law enforcement officers:

Police Patrolman Entry	9
Police Officer	9
Police Corporal	11
Police Sergeant	12

## **16.3 Pay Grades - International Association of Fire Fighters (IAFF) Local #1715 / Firefighters**

*(\*Denotes an FLSA-exempt position unless covered by a collective bargaining agreement)*

Firefighter / EMT - B/I/P	9
Fire Equipment Operator / EMT - B/I/P	10
Fire Lieutenant / EMT - B/I/P	12

## **16.4 Pay Grades - Employees Not Represented by a Collective Bargaining Unit**

*(\*Denotes an FLSA-exempt position unless covered by a collective bargaining agreement)*

Accountant	11*
Accounting Supervisor	13*
Administrative Associate I	7
Administrative Associate II	9
Assistant to the City Clerk	7
Central Services Maintenance Coordinator	15*
Citizen Service Representative	10*
City Comptroller	18*

Codes Compliance Manager	14*
Codes Compliance Officer	11*
Community Development Generalist	10*
Community Development Specialist - Senior	14*
Downtown Development Commission - Executive Director	12*
Fire Deputy Chief	16*
Fire Battalion Chief	15
Fire Captain	14
Fire Marshall	15
Economic Development Specialist	12
Economic Development Corporation Executive Director	17*
Engineering – Director of Engineering and Utilities	18*
Engineering - GIS Specialist	11
Engineering – Senior Engineer	14*
Engineering – Project Engineer	13*
Engineering – Deputy Director	16*
Engineering - Specialist	12
Environmental Specialist	14*
GIS Specialist	11
Historic Planner / Preservation Coordinator	14*
Human Resources Associate	10
Human Resources Officer	12*
Information Technologies Director	17*
Cybersecurity Manager	15*
Information Technologies Specialist	13*
Mall Maintenance Manager	7
Parks and Recreation Director	14*
Police Captain	16*
Police Lieutenant	14*

Vehicle Maintenance - Fleet Manager	13*
Public Works Director	17*
Sewer and Flood Control Coordinator	12*
Sewer and Flood Superintendent	15*
Streets and Public Properties Maintenance Coordinator	12*
Streets and Public Properties Superintendent	15*
Utilities - Deputy Director	16*
Water Reclamation Facility Superintendent	15*
Water Distribution and Technical Services Coordinator	12*
Water Distribution and Technical Services Superintendent	15*
Water Filtration Plant Coordinator	12*
Water Filtration Plant Superintendent	15*
Water Reclamation Facility Coordinator	12*

#### Section 16.5 Compensation Plan Generally

(a) The City Administrator shall, when necessary, make recommendations to the Mayor and City Council for changes in base and maximum salaries for each class or position in the Classified Service, as established by the compensation plan adopted by the Mayor and City Council and set out in this Chapter. Provisions shall be made for in-grade salary increases for each class or position until the maximum salary is attained. The supervisor and the appointing authority of the employee concerned shall certify to the City Administrator, through the Human Resources Officer, that the employee has performed his duties satisfactorily for the preceding year.

(b) No employee in the Classified Service shall be paid a salary less than the established minimum nor greater than the maximum rates fixed in the compensation plan for the position they hold.

(c) The compensation plan shall take effect by Ordinance of the Mayor and City Council. The Mayor and City Council shall not increase or decrease salaries of individual employees but shall fix salaries only by amendment to the compensation plan by Ordinance.

(d) The following compensation plan shall be effective from the date of its passage and shall constitute the compensation plan applicable to all employees identified in the preceding section of this chapter. It shall remain in force and effect until such time as it is amended by Ordinance of the Mayor and City Council.

Grade	Base/Minimum Salary	Midpoint	Maximum Salary
18			
17			
16			
15			
14			
13			
12			
11			
10			
9			
8			
7			
6			

Grade	Base/Minimum Salary	Midpoint	Maximum Salary
18	\$97,920	\$135,619	\$173,318
17	\$89,018	\$123,290	\$157,562
16	\$80,925	\$112,081	\$143,237

15	\$73,568	\$101,892	\$130,215
14	\$66,880	\$92,629	\$118,378
13	\$60,800	\$84,208	\$107,616
12	\$55,273	\$76,553	\$97,833
11	\$50,248	\$69,594	\$88,939
10	\$45,680	\$63,267	\$80,854
9	\$41,527	\$57,515	\$73,503
8	\$37,752	\$52,287	\$66,821
7	\$34,320	\$47,533	\$60,746
6	\$31,200	\$43,212	\$55,224

(e) Full-time, Seasonal, temporary and part-time employees shall receive pay in accordance with the greater of the State or Federal minimum rate or other rates established by the fiscal year budget.

**Section 16-6. Compensation of Board of Zoning Appeals, Officers.**

(a) The Mayor and City Council may compensate the members of the Board of Zoning Appeals at such rates as established by the order.

(b) The compensation for the City Administrator, City Clerk/Assistant City Administrator, Director of Administrative Services, Chief of the Fire Department and Chief of the Police Department shall be as is set forth in their respective employment contracts or by Order passed by the Mayor and City Council.

**SECTION 3: AND IT BE FURTHER ORDAINED,** That this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



**File Attachments for Item:**

2. Ordinance 3961 (*2nd and 3rd readings*) - authorizing the transfer of 332 N. Mechanic Street and 400 N. Mechanic Street to the Allegany County Historical Society for the purchase price of \$156,000

**ORDINANCE NO. 3961**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF THE ALLEGANY COUNTY HISTORICAL SOCIETY FOR THE PURCHASE OF TWO PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 332 NORTH MECHANIC STREET AND 400 NORTH MECHANIC STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of two certain parcels of real property located at 332 North Mechanic and 400 North Mechanic Street, Cumberland, MD 21502 (the "Properties");

**WHEREAS**, the Properties were declared surplus under the terms of Order Nos. 27,140 and 27,157, passed by the Mayor and City Council on December 6, 2022 and January 2, 2023 respectively;

**WHEREAS**, the Properties were included in the solicitation for bids known as the "GovDeals Online Firehouse Auction" and received a bid for the purchase of the Properties from the Allegany County Historical Society (the "Purchaser") for the sum of One Hundred Fifty Six Thousand Dollars and No Cents(\$156,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Properties for the sum of One Hundred Fifty Six Thousand Dollars and No Cents (\$156,000.00) subject to the following terms and conditions:

- A. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order.
  - i. Purchase price and GovDeals Buyer's Premium
  - ii. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "Mayor and City Council of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said

deadline is extended by the City Administrator or City Solicitor for good cause shown.

- G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

**SECTION 3:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison K. Layton, City Clerk

## **EXHIBIT A**

**NO TITLE SEARCH PERFORMED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Allegany County Historical Society, Inc.** (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of One Hundred Fifty-Six Thousand Dollars (\$156,000.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland which are described in the Exhibit A attached hereto:

**TOGETHER** with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, its successors and assigns, in fee simple forever.

**WITNESS** the hand and seal of the party of the first part the date first written above.

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
**Allison Layton, City Clerk**

By: \_\_\_\_\_ (SEAL)  
**Raymond M. Morriss, Mayor**

**STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:**

**I HEREBY CERTIFY**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$156,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

**Attorney Certification**

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. He further certifies that he did not perform a title search in connection with its preparation.

\_\_\_\_\_  
Michael Scott Cohen

## **EXHIBIT A**

### **PARCEL ONE – 400 N. Mechanic Street, Cumberland, MD 21502 – Tax ID No. 05-007712**

Part of town lot No. 255 in the rear of the Hose House of the Volunteer Fire Company known as the Canada Volunteer Fire Company covered by the Big Spring, the same being a part of that part of Lot No. 255 which was conveyed by Martin Gerbig and Dorothea Gerbig, his wife, by deed dated 23<sup>rd</sup> of February, 1895, and recorded in Liber No. 76, Folio 543, one of the Land Records of Allegany County. Said part hereby intended to be conveyed to the party of the second part is described as follows, to wit:

BEGINNING at the beginning of the whole lot number 255, which point is now the South East corner of the frame part of the Canada Volunteer Fire Company's Hose House and which is North 55 degrees 05 minutes West 24 feet, South 86 degrees 55 minutes West 70 feet from a stone on the south side of Mechanic Street at the North East corner of said Ernest Jahn's Saloon and running thence from said beginning with the face line of the stone wall enclosing said Big Spring South 25 degrees 40 minutes West 21-7/10 feet, South 50 degrees 45 minutes West 18-2/10 feet, South 62 degrees 25 minutes West 30-5/10 feet, South 14 degrees 45 minutes West 79-7/10 feet to Wills Creek and to the fourth line of the whole lot number 255, then with the lines of said whole lot North 54 degrees 55 minutes West 26-9/10 feet, North 13 degrees 06 minutes East 132 feet, South 71 degrees 15 minutes East 66-5/10 feet to the beginning. The said party of the second part, its successors and assigns is hereby limited by a line drawn South 23 degrees 45 minutes West from the Northwest corner of said Canada Hose House East of which line on building shall be erected above the level of Mechanic Street. The courses of the foregoing description are referred to in the magnetic meridian of 1904.



**IT BEING** the same property described in the deed from Cumberland Neighborhood Housing Services, Inc. to Mayor and City Council of Cumberland dated June 1, 2017 and recorded among the Land Records in Book 2307, Page 315.

**PARCEL TWO – 332 N. Mechanic Street, Cumberland, MD 21502 – Tax ID No. 05-007240**

ALL that piece or parcel of ground known as part of Original Town Lot No. 255 and improved by a dwelling commonly known as Nos. 332-334 North Mechanic Street, situate, lying and being on the southwesterly side of North Mechanic Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the second line of the whole parcel as described in a certain deed from Robert M. Campbell et al., to Eldred A. Cromwell et ux., dated March 30, 1962, of record in Deeds Liber 345, folio 287, one of the Land Records of Allegany County, Maryland, distant South 86 degrees 55 minutes West 15.00 feet from a chiseled “X” on the brick sidewalk on the southerly side of North Mechanic Street and running thence (1) with the remainder of said second line, South 86 degrees 55 minutes West 55.00 feet to a hub set at the corner of a stone wall bordering Big Blue Spring and in the rear of the Cumberland Hose Co. No 1 firehouse; thence (2) with the outlines of the Big Blue Spring, South 25 degrees 40 minutes West 21.7 feet; thence (3) South 50 degrees 45 minutes West 18.2 feet; thence (4) South 62 degrees 25 minutes West 30.5 feet; thence (5) South 14 degrees 45 minutes West 28.19 feet, more or less, to the Local Permanent Easement line of the City of Cumberland Flood Control property line on the

northeasterly side of Wills Creek as heretofore excepted and conveyed by Robert M. Campbell et al., to the Mayor and City Council of Cumberland by deed dated October 26, 1955, of record in Deeds Liber 276, folio 224 and as shown on the Plat at folio 225; thence with said Local Permanent Easement line and by a new division line across the whole property of which this is a part, using True Meridian bearing of deed dated October 26, 1955, hereinabove referred to, (6) South 67 degrees 53 minutes East, approximately 74.50 feet to intersect a line drawn South 17 degrees 45 minutes West from the place of beginning of this description and running between the eaves of the dwellings known as No. 330 North Mechanic Street and No. 332 North Mechanic Street; thence (7) North 17 degrees 45 minutes East 120 feet, more or less, to the place of beginning.

**IT BEING** the same property described in the deed from Cumberland Neighborhood Housing Services, Inc. to Mayor and City Council of Cumberland dated June 1, 2017 and recorded among the Land Records in Book 2307, Page 310.

**File Attachments for Item:**

3. Ordinance 3962 (*2nd and 3rd readings*) - authorizing the transfer of 411 Frederick Street to Sarit Lisgorsky for the purchase price of \$94,000

**ORDINANCE NO. 3962**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SARIT LISOGORSKY FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 411 FREDERICK STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of the certain parcel of real property located at 411 Frederick Street, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 27,140, passed by the Mayor and City Council on December 6, 2022;

**WHEREAS**, the Property was included in the solicitation for bids known as the "GovDeals Online Firehouse Auction" and received a bid for the purchase of the Property from Sarit Lisogorsky (the "Purchaser") for the sum of Ninety Four Thousand Dollars and No Cents(\$94,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Ninety Four Thousand Dollars and No Cents (\$94,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payment for the purchase price and Buyer's Premium according to the instructions provided on the GovDeals auction website.
- E. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "Mayor and City Council of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- F. Cash will not be accepted. Improperly remitted payments will be returned.
- G. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the

rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

H. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

**SECTION 3:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison K. Layton, City Clerk

## **EXHIBIT A**

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

**IT BEING** the same property that was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

**TOGETHER** with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ in fee simple forever.

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
**Allison K. Layton, City Clerk**

By: \_\_\_\_\_ (SEAL)  
**Raymond M. Morriss, Mayor**



**STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$\_\_\_\_\_ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Resolution R2023-02 - approving an application to the MD Department of Housing and Community Development for Community Legacy 2024 Projects totaling up to \$600,000

City of Cumberland  
- Maryland -

RESOLUTION

RESOLUTION NO. R2023-02

Resolution of the Mayor and City Council of Cumberland, Maryland approving the application and receipt of financing for Community Legacy Project(s) (the "Project") further described in the Community Legacy Application ("The Application"), to be financed either directly by the Department of Housing and Community Development (the "Department") of the State of Maryland or through other departments or agencies of the State of Maryland.

**WHEREAS,** the Mayor and City Council of Cumberland, Maryland recognizes that there is a significant need for reinvestment and revitalization of the communities in Allegany County; and,

**WHEREAS,** the Department, either through Community Legacy or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

**WHEREAS,** the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform to the local zoning code; and

**WHEREAS,** the applicable law and regulations require approval of the Community Legacy Project and the Project Financing by the Mayor and City Council of Cumberland, Maryland and, where appropriate, by the chief elected executive official of the local subdivision.

**NOW, THEREFORE, BE IT RESOLVED THAT,** the Mayor and City Council of Cumberland hereby endorses the Project; and HEREBY approves the request for financial assistance in the form of a grant or loan, up to the amount of \$ 600,000; and

**BE IT FURTHER RESOLVED THAT,** the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating his approval thereof; and,

**BE IT FURTHER RESOLVED THAT,** the City Administrator is hereby authorized to execute documents and take any action necessary to carry out the intent of these resolutions; and,

**BE IT FURTHER RESOLVED THAT,** copies of this Resolution are sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

*Given under our Hands and Seals this 20<sup>th</sup> day of June, 2023, with the  
Corporate Seal of the City of Cumberland hereto attached,  
duly attested by the City Clerk.*

Attest:

Mayor and City Council  
Of Cumberland

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Allison K. Layton  
City Clerk

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Raymond M. Morriss  
Mayor

City of Cumberland  
2024 Community Legacy  
Project Recommendation List

1.	Roof Replacement Program	\$ 100,000
2.	Mid-Town Façade Grant	200,000
3.	Choose Cumberland Relocation Package	200,000
4.	Baltimore Street Gateway Project	100,000
	Total	\$ 600,000

**File Attachments for Item:**

. Order 27,251 - authorizing the execution of an agreement with Tyler Technologies to provide time, attendance and advanced scheduling software, time clocks and related implementation services for a one year period in the not to exceed amount of \$83,810

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,251

DATE: June 20, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland,**

**THAT**, the agreement from Tyler Technologies, Inc., 1 Tyler Drive, Yarmouth, ME 04096, to provide time, attendance and advanced scheduling software, time clocks, and related implementation services for a period of one year be and is hereby accepted in the amount not to exceed Eighty-Three Thousand, Eight Hundred and Ten Dollars (\$83,810.00).

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**Raymond M. Morriss, Mayor**

Budget: 001.033 48201

# Council Agenda Summary

**Meeting Date:** June 20, 2023

Key Staff Contact: Mark Gandolfi, Johnna Byers

## **Item Title:**

City of Cumberland – Timekeeping and Scheduling Software

## **Summary of project/issue/purchase/contract, etc. for Council:**

An order approving an agreement with Tyler Technologies for a timekeeping and scheduling software in the amount not to exceed \$83,810, consisting of one-time implementation fees of \$52,385 and annual software as a service fee of \$31,425.

Prior to its entry into the LOGOS HR/Payroll software, the City does not have a uniform method for recording and tracking time worked, leave used, schedules, or schedule changes. Some departments keep paper records, others use a google calendar or other electronic method, while others use email or a combination of all methods. Departments have a pay clerk who manually enters each employee's time and leave into the LOGOS HR/Payroll software. One location has time clocks to capture time worked, but does not use the time recorded in the time clocks when manually entering time worked into the LOGOS HR/Payroll software.

This integrated time and attendance software standardizes time, leave and scheduling by making the processes systematic, paperless, and centralized into a software that controls the process and workflow while electronically interfacing to the LOGOS HR/Payroll Software. It is accessed through timeclock, computer, or mobile phone to enter time, check schedules, request and approve leave, calculate overtime and minimum call back hours, request and approve shift changes for police and fire, and many other features. The City's existing badges have been tested and work with the time clocks.

This software reduces manual recordkeeping, reduces manual scheduling, reduces manual data entry, increases accountability, and provides electronic time tracking and scheduling. This system adds time clocks at the municipal service center and is anticipated to add time clocks to the wastewater and treatment plants. These time clocks allow for time entries to be electronically transferred to each employee's time record without a personal computer and can be used to complete leave requests and timecard submissions.

The software includes advanced scheduling for the Police and Fire Departments to manage the advanced scheduling complexities. Supervisors can manage and approve scheduled work shifts, time off requests, trade requests, court appearances, training, availability and more from a computer or mobile device. For the employee, virtually everything is visible and accessible from one electronic calendar. The fire department presently uses a ledger book to manually enter and track the schedules while the police department uses a computer program with limited capabilities.

The software will be hosted by Tyler Technologies in a software as a service arrangement and will not be hosted on the City of Cumberland servers.

**Amount of Award:** \$83,810

**Budget number:** 001.033 48201

**Grant, bond, etc. reference:** Not applicable

## Time Clocks and Timekeeping

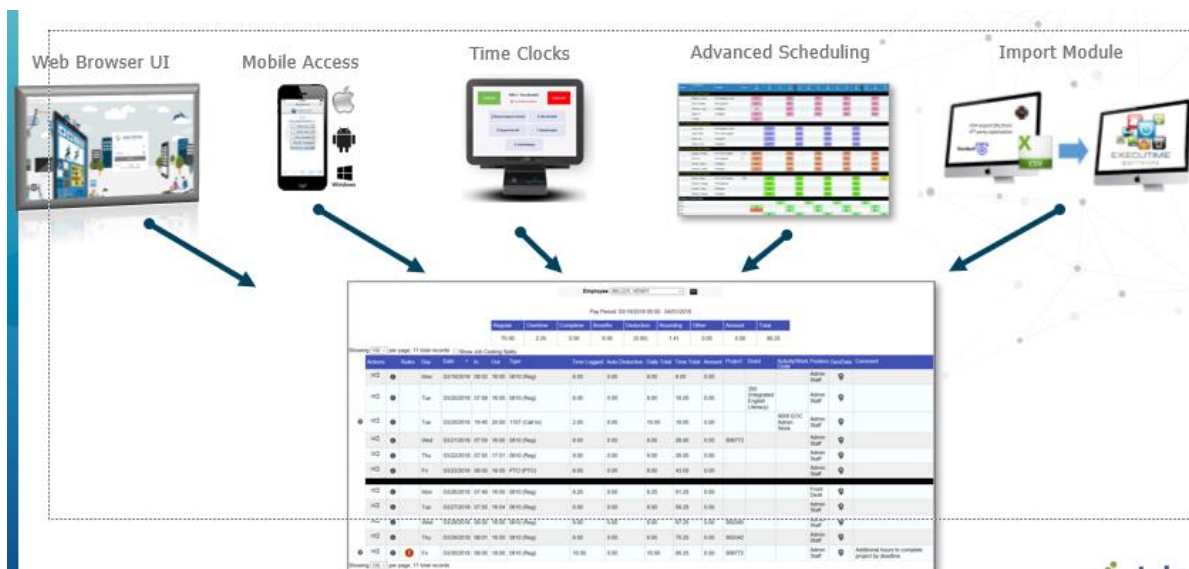
Prior to its entry into the LOGOS HR/Payroll software, the City does not have a uniform method for recording and tracking time worked, leave used, schedules, or schedule changes. Some departments keep paper records, others use a google calendar or other electronic method, while others use email or a combination of all methods. Departments have a pay clerk who manually enters each employee's time and leave into the LOGOS HR/Payroll software. One location has time clocks to capture time worked, but does not use the time recorded in the time clocks when manually entering time worked into the LOGOS HR/Payroll software.

This integrated time and attendance software standardizes time, leave and scheduling by making the processes systematic, paperless, and centralized into a software that controls the process and workflow while electronically interfacing to the LOGOS HR/Payroll Software. It is accessed through timeclock, computer, or mobile phone to enter time, check schedules, request and approve leave, calculate overtime and minimum call back hours, request and approve shift changes for police and fire, and many other features.

This software reduces manual recordkeeping, reduces manual scheduling, reduces manual data entry, increases accountability, and provides electronic time tracking and scheduling. This system adds time clocks at the municipal service center and is anticipated to add time clocks to the wastewater and treatment plants. These time clocks allow for time entries to be electronically transferred to each employee's time record without a personal computer and can be used to complete leave requests and timecard submissions.

The software includes an advanced scheduling module for the Police and Fire Departments to handle the advanced complexities of their scheduling needs. The fire department presently uses a ledger book to manually enter and track the schedules while the police department is using a computer program with limited capabilities.

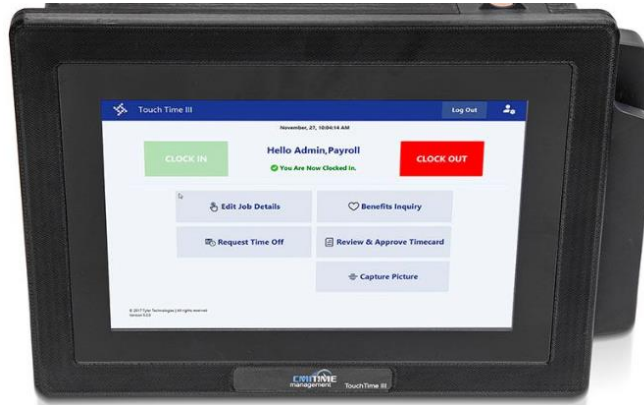
The software will be hosted by Tyler Technologies in a software as a service arrangement and will not be hosted on the City of Cumberland servers.





## Time Clocks and Timekeeping

- **10” time clocks with proximity readers are \$2,755 each** and have a recurring annual maintenance cost of \$551 per year. **Five timeclocks have a total cost of \$16,530 consisting of a one-time cost of \$13,775 and a recurring annual maintenance cost of \$2,755.** More time clocks can be added for \$2,755 each and annual maintenance cost of \$551. These clocks allow leave requests, timecard approval and other features as well. These time clocks interface directly to the time and attendance software which interfaces directly to the HR/Payroll software. The City’s existing badges have been tested and work with the time clocks.



- **Time and attendance for 310 employees (249 full time, 61 part time and seasonal) has a total cost of \$46,599 consisting of a **one-time cost of \$29,250** (Implementation fee of \$24,960 for 128 hours of labor and \$4,290 for project management) and **annual software as a service fee of 17,349.** This would be hosted offsite on Tyler Technologies’ servers. If it is desired to achieve these benefits and these benefits outweigh competing objectives, this implementation and cost would be recommended.**

## Time Clocks and Timekeeping

Pay Period: 10/12/2019 00:00 - 10/25/2019

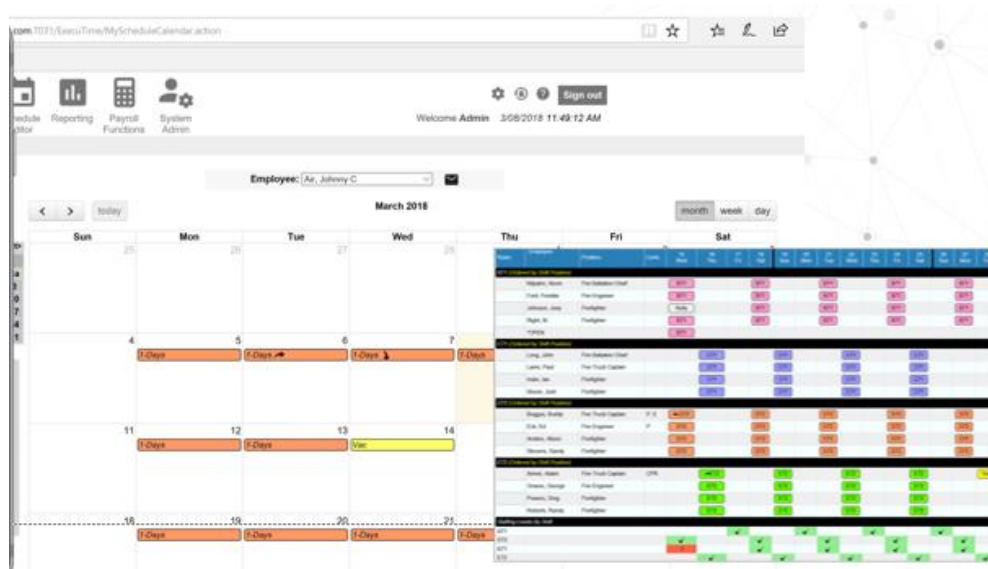
Regular	Overtime	Comptime	Benefits	Deduction	Rounding	Other	Amount	Total
80.00	0.00	0.00	0.00	(0.00)	0.00	0.00	0.00	80.00

Overtime Period: 10/09/2019 00:00 - 10/22/2019

Regular	Overtime	Comptime	Benefits	Deduction	Rounding	Other	Amount	Total
56.00	0.00	0.00	0.00	(0.00)	0.00	0.00	0.00	56.00

Actions	Rules	Day	Date	In	Out	Type	Time Logged	Auto Deduction	Daily Total	Time Total	Amount	Shift	Project/Grant	Activity	Position	GeoData
		Mon	10/14/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	8.00	0.00				Library Public Services	
		Tue	10/15/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	16.00	0.00				Library Public Services	
		Wed	10/16/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	24.00	0.00				Library Public Services	
		Thu	10/17/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	32.00	0.00				Library Public Services	
		Fri	10/18/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	40.00	0.00				Library Public Services	
		Mon	10/21/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	48.00	0.00				Library Public Services	
		Tue	10/22/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	56.00	0.00				Library Public Services	
		Wed	10/23/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	64.00	0.00				Library Public Services	
		Thu	10/24/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	72.00	0.00				Library Public Services	
		Fri	10/25/2019	08:00	16:00	Regular Hours	8.00	0.00	8.00	80.00	0.00				Library Public Services	

- Advanced scheduling for 108 employees (55 Police, 53 Fire) has a **total cost of \$20,681** consisting of \$9,360 (Implementation fee of \$9,360 for 48 hours of labor) and **annual software as a service fees of \$11,321**. Police and Fire Chiefs have requested this product.



As an example, Supervisors can see all Officers scheduled work shifts, time off requests, trade requests, court appearances, training, availability and much more. It's easy for supervisors to manage these things on a day-to-day basis – even easily approving right from a screen similar to this one. For the employee, virtually everything is visible and accessible all from one electronic calendar / roster.



## 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 Service 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 City of Cumberland, Maryland.
- **"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 Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing 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.
- **“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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“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, and attached or indicated at Exhibit D.
- **“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. 21. 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 of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 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.
- 6.9 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.
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 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 is 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 term 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all

traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. 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.
20. 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.
21. 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.
22. 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.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. 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	Third Party Terms Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms

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 Cumberland, Maryland

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 Cumberland  
PO Box 1702  
Cumberland, Maryland 21501  
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, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

*Tyler sales quotation inserted on the following pages.*

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Quoted By:  
Quote Expiration:  
Quote Name:

Heather Brown  
6/30/23  
TA-311, AS-100 SaaS

**Sales Quotation For:**

City of Cumberland  
PO Box 1702  
Cumberland MD 21501-1702

**Tyler Annual Software - SaaS**

Description	Annual
New World ERP	
Time & Attendance	
Time & Attendance	\$ 13,713
Advanced Scheduling	\$ 8,472
Time & Attendance Mobile Access License	\$ 3,636
Advanced Scheduling Mobile	\$ 2,849
<b>TOTAL</b>	<b>\$ 28,670</b>

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Annual
ERP				
Time & Attendance				
Touchscreen 10: Proximity Reader	5	\$ 2,755	\$ 13,775	\$ 2,755
<b>TOTAL</b>			<b>\$ 13,775</b>	<b>\$ 2,755</b>

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**Hourly Services**

Description	Hours	Price
New World ERP		
Time & Attendance		
Advanced Scheduling Implementation Fees	48	\$ 9,360
Time & Attendance Implementation Fees	128	\$ 24,960
<b>TOTAL</b>	<b>176</b>	<b>\$ 34,320</b>

**Fixed Fee Services**

Description	Units	Price	Maintenance
New World ERP			
Time & Attendance			
Project Management	1	\$ 4,290	\$ 0
<b>TOTAL</b>		<b>\$ 4,290</b>	<b>\$ 0</b>

**Summary****One Time Fees****Recurring Fees**

Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 28,670
Total Tyler Services	\$ 38,610	\$ 0
Total Third-Party Hardware, Software, Services	\$ 13,775	\$ 2,755
<b>Summary Total</b>	<b>\$ 52,385</b>	<b>\$ 31,425</b>
<b>Contract Total</b>	<b>\$ 83,810</b>	

**Comment**

Any acquisition of clocks and/or clock maintenance is subject to the following terms:

[Time & Attendance Clock Terms \(tylertech.com\)](https://tylertech.com)

Advanced Scheduling quoted for 100, but will cover up to 108 employees.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o 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, Tyler will invoice Client the actual services delivered on a time and material basis. "
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice

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## Client 50% of any Migration

Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product

suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

- Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_



## 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. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
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 the Investment Summary 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. This SLA does not apply to any Third Party SaaS Services. 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% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

#### 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 for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, 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, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) 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.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies 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). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours 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.

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.

## **Incident Handling**

### *Incident Tracking*

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

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set 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 response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 incident. Once the incident has been confirmed, 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 incident. Once the incident has been confirmed, 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 incident. Once the incident has been confirmed, 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, which shall occur at least quarterly. 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 of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system 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**  
**Third Party Terms**

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**Exhibit D**  
**Schedule 1**  
**Hyperlinked Terms**

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



**Exhibit D**  
**Schedule 2**  
**DocOrigin Terms**

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

**1. LICENSE TERMS**

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from [www.docorigin.com](http://www.docorigin.com) on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from [www.docorigin.com](http://www.docorigin.com) on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
  - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.



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- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

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## **5. DISCLAIMER OF WARRANTIES.**

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION. ECLIPSE CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

**6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.**

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

**7. TERM AND TERMINATION**

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.



- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

## 8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website [www.docorigin.com](http://www.docorigin.com).

Last Updated: July 22, 2017

**File Attachments for Item:**

. Order 27,252 - accepting the proposal from CBIZ Insurance Services for the renewal of the Public Officials Liability Insurance policy for a one year term beginning July 1, 2023 in the amount not to exceed \$27,300

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,252

DATE: June 20, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland,**

**THAT**, the proposal from CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD 21502, for the renewal of the Public Officials Liability Insurance policy for a one year term beginning July 1,2023 be and is hereby accepted in the amount not to exceed Twenty-Seven Thousand Three Hundred Dollars and No Cents (\$27,300.00).

---

**Raymond M. Morriss, Mayor**

Budget: 001.033 48201

Vendor: 20223

CBIZ Insurance Services, Inc.  
44 Baltimore Street \* Cumberland, MD 21502

----- INVOICE -----

Mayor & City Council Of Cumberland  
57 N Liberty Street; P.O. Box 1702  
City Hall  
Cumberland, MD 21502

Invoice Date 06/05/23  
Invoice No. 578518  
Bill-To Code MAYOCIT  
Client Code MAYOCIT  
Inv Order No. 100\*691411

Named Insured: Mayor and City Council of Cumberland MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/23	07/01/23	ACE American Insurance Company	
	to	Policy No. M00616679009	
	07/01/24	*Renewal - Public Official Liab.	27,300.00
		Invoice Number: 578518	
		Amount Due:	27,300.00

\*Premiums Due and Payable on Effective Date

G/L Account	Project
	001 101.00 (Cash)
	001 202.00 (Accounts Payable)
	001.009 23600 (Professional Liab Ins)
	001.010 23600 (Professional Liab Ins)
	001.011 23600 (Professional Liab Ins)
	001.012 23600 (Professional Liab Ins)
	001.015 23600 (Professional Liab Ins)
	001.033 23600 (Professional Liab Ins)
	001.040 23600 (Professional Liab Ins)
	001.043 23600 (Professional Liab Ins)
	001.052 23600 (Professional Liab Ins)
	001.080 23600 (Professional Liab Ins)
	003 101.00 (Cash)
	003 202.00 (Accounts Payable)
	003.330 23600 (Professional Liab Ins)

**File Attachments for Item:**

. Order 27,253 - declaring retired picnic tables at Constitution Park to be surplus for sale, giveaway or disposal

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

ORDER NO. 27,253

DATE: June 20, 2023

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain equipment that has been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the retired picnic tables formerly in Constitution Park are hereby declared to be surplus property and authorized for sale, giveaway or disposal.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

**Meeting Date:** June 20, 2023

Key Staff Contact: Brooke Cassell

**Item Title:**

Surplus retired Constitution Park Picnic Tables

**Summary of project/issue/purchase/contract, etc. for Council:**

The City of Cumberland Parks and Rec Department purchased new picnic tables for the Constitution Park through a Local Parks and Playground Grant. As a result, the Parks and Rec Department would like to declare the retired tables surplus. The retired tables are compiled in the Park and will be given away on a first come basis.

**Amount of Award:** Not applicable

**Budget number:** Not applicable

**Grant, bond, etc. reference:** Not applicable



**File Attachments for Item:**

. Order 27,254 - authorizing the renewal of the MuniLink Utility Billing System hosting and support for a one year term beginning July 1, 2023 in the amount not to exceed \$43,188

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,254

DATE: June 20, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland,**

**THAT**, the contract with Link Computer Corporation, 140 Stadium Drive, PO BOX 250, Bellwood PA 16617, for the renewal of the MuniLink Utility Billing System for a one year term beginning July 1,2023 be and is hereby accepted in the amount not to exceed Forty Three Thousand One Hundred Eighty Eight Dollars and No Cents (\$43,188.00).

---

**Raymond M. Morriss, Mayor**

Budget: 003.033.48201

# Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

## *Item Title:*

MuniLink Utility Billing System Hosting and Support

## *Summary of project/issue/purchase/contract, etc for Council:*

*IT requests an order for costs not to exceed \$43,188 for MuniLink Utility Billing System hosting and support. We have been using this system for over three years. We use it to generate utility bills for water, sewer, and trash service. We pay on a monthly basis.*

*It is budgeted in 003.330 48201*



Invoice	INV171150
Date	6/8/2023
Page	1

Link Computer Corporation  
140 STADIUM DRIVE, P.O. BOX 250  
BELLWOOD PA 16617

Phone:814-742-7700  
Fax:814-742-7900  
www.linkcorp.com

# INVOICE

Bill  
To:

CITY OF CUMBERLAND  
ATTENTION JOHNNA BYERS  
57 NORTH LIBERTY STREET  
CUMBERLAND MD 21501

EM-6/8/23

Ship To:

CITY OF CUMBERLAND  
ATTENTION JOHNNA BYERS  
57 NORTH LIBERTY STREET  
CUMBERLAND MD 21501

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	11829	ZRR	GROUND	Net 30	6/8/2023	173,808
Ordered	Shipped	Item Number / SN	Description	Unit Price	Ext. Price	
1	1	ZZ5HSMLBILLING	MUNI-LINK BILLING Muni-Link Billing [Jul 01, 2023 - Jul 31, 2023]	\$3,599.00	\$3,599.00	

Extended credit financing will accrue daily on past due balances at an annual interest rate of 18%. A service fee of \$25.00 will be charged for NSF checks. All returns subject to restocking charges and must be received within (20) days for credit.

Subtotal	\$3,599.00
Tax	\$0.00
Total	\$3,599.00
Invoice Total	\$3,599.00

0079983-ADM



## NOTICE OF ANNUAL PRICE ADJUSTMENT (Cost of Living)

June 06, 2023

City of Cumberland

This is your notice that next month's invoice will include an Annual Price Adjustment.

Your scheduled Cost of Living increase:

Your current monthly Muni-Link invoice amount	\$3,599.00
Scheduled increase 3.8%	\$136.76
Your new monthly Muni-Link invoice amount	\$3,735.76

If you have any questions, please contact Kelley Massaro at 814.742.7700, ext 308, or at [KMassaro@linkcorp.com](mailto:KMassaro@linkcorp.com).

Thank you for being a valued Muni-Link customer!

### U.S. BUREAU OF LABOR STATISTICS

## Mid-Atlantic Information Office

Consumer Price Index, Northeast Region – April 2023

**Regional prices up 3.8 percent over the year**

**File Attachments for Item:**

. Order 27,255 - authorizing execution of a grant agreement with MD Department of Housing and Community Development regarding DHCD's provision of \$25,000 in grant funds to the City to support marketing and advertising efforts in conjunction with the Cumberland Main Street Revitalization Project, and further authorizing the City's acceptance of the funds

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,255

DATE: June 20, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, the Mayor be and is hereby authorized to execute a grant agreement with the MD Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not-to-exceed Twenty Five Thousand Dollars (\$25,000) in grant funds to the City to be used to support marketing and advertising efforts in conjunction with the Cumberland Main Street Revitalization Project; and

**BE IT FURTHER ORDERED**, that the City Comptroller be and is hereby authorized to accept these funds.

---

**Raymond M. Morriss, Mayor**

## **OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT**

This Grant Agreement (this "Agreement"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("DHCD"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "Grantee"), is entered into as of the date it is executed by DHCD (the "Effective Date").

### **RECITALS**

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "Program"). The Program includes (i) Operating and Technical Assistance Grants ("TAG Grants"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("COMAR") 05.11.01; and (ii) Main Street Improvement Program Grants ("MIP Grants"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "Act."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 25, 2022 (the "Application"), DHCD has approved an award of TAG Grant funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "Guide"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "Project Activities") set forth in Exhibit A attached hereto (the "Project").

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000) (the "Grant").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the "Budget") set forth and attached as Exhibit B of this Agreement.



3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period

The Grant shall be disbursed over a one year term (the "Grant Period"). The Grant Period is deemed to commence on the Effective Date.

5. Expenditure of the Grant.

Grantee agrees to use the Grant funds only for the approved Project, in accordance with the Budget. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD. During the term of this Agreement, each request for disbursement from the Grantee shall contain the information required by DHCD, including but not limited to the status of the Project, goals achieved, expenditures made against the Budget and expected Project activity to be completed prior to submitting the next disbursement request.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are, and remain, true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to any special conditions set forth in Exhibit C.

(e) DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each disbursement request all costs for which payment is requested.

(f) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(g) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or another State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

**7. Default and Remedies.**

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities set forth in the Budget or as otherwise authorized by this Agreement; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

- (i) Reduce or withhold subsequent disbursements of the Grant;
- (ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

**8. General Requirements of Records and Reports: Inspection.**

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 3 years following termination of this Agreement.

(b) Progress Reports. (i) Within three months of the Effective Date, Grantee shall submit a disbursement request or a progress report, containing the information required by DHCD, including but not limited to the current status of the Project, problems encountered or barriers to implementing Project activities as identified in the Budget and plans for moving Project activity forward; and (ii) Grantee shall submit a written progress report six months after the Effective Date; provided, however, that DHCD may,

by written notice to Grantee and in its sole discretion, accept the information provided in a recent disbursement request in lieu of a progress report.

(c) **Final Report.** Within 30 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the "Final Report") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also list all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

9. **Modifications.**

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. **Assistance from DHCD.** In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD, or DHCD's designee, if DHCD deems it necessary.

11. **Grantee's Certifications.** Grantee certifies to DHCD that:

(a) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(c) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "Interested Person"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the "Conflict of Interest Policy") that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

## 12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable federal and State laws, regulations, and rules.

### 13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

### 14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTCA") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- (a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development  
2 North Charles Street, Suite 450  
Baltimore, Maryland 21201  
Attn: Christine McPherson, Project Manager

- (b) Communication to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland  
57 North Liberty Street  
Cumberland, MD 21502  
Attn: Melinda Kelleher, Executive Director

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. **Assignment.** No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of law provisions.

20. **Effective Date.** This Agreement is effective as of the Effective Date.

21. **Execution.** The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes.

22. **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE

**OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

**THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.**

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IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:


MAYOR AND CITY COUNCIL OF CUMBERLAND,  
MARYLAND

  
\_\_\_\_\_

By:  (SEAL)  
Name: Mr. Raymond M. Morris  
Title: Mayor

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT



By:  (SEAL)  
Name: Carol Gilbert Stuart Campbell, Deputy Director  
Title: Assistant Secretary, Division of Neighborhood  
Revitalization

3/29/23

Effective Date

Approved for form  
and legal sufficiency

  
Assistant Attorney General

Exhibit A - Description of the Project Activities  
Exhibit B - Project Budget  
Exhibit C - Special Conditions

**EXHIBIT A**

**OPERATING ASSISTANCE GRANT PROGRAM**

**PROJECT ACTIVITIES**

**As more fully described in Grantee's application for funds  
dated April 25, 2022**

**GRANTEE: Mayor and City Council of Cumberland, Maryland**

**PROJECT ADDRESS: 57 North Liberty Street, Cumberland, MD 21502**

**GRANT AMOUNT: \$25,000**

**USE OF FUNDS: Funds will be used to support marketing and advertising efforts, salary for the Marketing and Events Coordinator position, event equipment and signage.**

**OTHER CONTRIBUTION(S)**

**Source of Funds**

**Amount**

**Value Derivation**

**EXHIBIT B**  
**OPERATING ASSISTANCE GRANT PROGRAM**  
**PROJECT BUDGET**

<b>USES OF FUNDS</b>	<b>DHCD</b>	<b>TOTALS</b>
<b>Salary: Marketing &amp; Events Coordinator</b>	<b>\$12,000</b>	<b>\$12,000</b>
<b>Promotional Videos: Video Production</b>	<b>\$5,000</b>	<b>\$5,000</b>
<b>Marketing: Radio Advertising</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>Consultant: Marketing Assistant</b>	<b>\$4,200</b>	<b>\$4,200</b>
<b>MRA Membership</b>	<b>\$500</b>	<b>\$500</b>
<b>Event: Tents</b>	<b>\$800</b>	<b>\$800</b>
<b>Event: Promotional Banners and Signage</b>	<b>\$1,500</b>	<b>\$1,500</b>
<b>TOTALS</b>	<b>\$25,000</b>	<b>\$25,000</b>

**EXHIBIT C**

**OPERATING ASSISTANCE GRANT PROGRAM**

**SPECIAL CONDITIONS**

**Community Development and Services Application FY2023****Organization: Mayor and City Council of Cumberland, Maryland****OAG-MIP-2023-Cumberland-00746****Award Summary Form****AWARDEE INFORMATION**

*If the Awardee Information below is incorrect, contact your DHCD Project/Program manager for assistance with updates or revisions.*

**Organization Legal Name:****Federal ID #:****DUNS #:****AWARD PROGRAM/PROJECT INFORMATION****Award Program Type:**

Operating Assistance Grant - Main Street Improvement Program

**Award Program/Project Number (other ID):**

OAG-MIP-2023-Cumberland-00746

**Award Program/Project Name:**

Reimagining Cumberland: Marketing and Events Support

**Award Program/Project Description:**

Operating funds will be used to support marketing and advertising efforts, salary for the Marketing and Events Coordinator position, event equipment and signage.

**DHCD Application/Award Status:**

Active

**DHCD Award - State Fiscal Year:**

2023

**Award Start Date:**

3/29/2023

**Award End Date:**

3/29/2024

**Award Program/Project Address:**

57 North Liberty Street, Cumberland, MD 21502

**Award Program/Project County:**

Allegany

**Award Counties Served:****DHCD Program/Project Manager Contact Information:****Name:****Phone #:****E-mail Address:****AWARD FINANCIAL INFORMATION**

<b>Capital Amount:</b>	<b>\$0</b>
<b>Operating / Non-Capital Amount:</b>	<b>\$25,000.00</b>
<b>Total Award Amount:</b>	<b>\$25,000.00</b>

**Total Project Cost:**

\$25,000.00

**Leverage:**

\$0

**AWARD RESOURCE LINKS****Award Agreement:**

**Community Development and Services Application FY2023**

**Organization: Mayor and City Council of Cumberland, Maryland**

**OAG-MIP-2023-Cumberland-00746**

**Award Summary Form**

*The fully-executed Award Agreement for this project can be viewed by clicking the link below:*

**File Link**

**Executed Date**

**Award Amendments (If Applicable)**

*When applicable, the fully-executed Award Amendment(s) for this project can be viewed by clicking the link(s) below:*

**File Link(s)**

**Executed Date(s)**

**Award Reporting**

*The following links will become available as Requests for Payment and Progress Reports are submitted, reviewed and approved:*

**Click here to view the complete AWARD PAYMENT SUMMARY REPORT**