

City of Mount Vernon, New York

1 ROOSEVELT SQ. RM. 104
CITY HALL, MOUNT VERNON, NEW YORK 10550
& VIA FACEBOOK.COM/MOUNTVERNONNY



Referral Packet - Final-revised

Tuesday, July 16, 2024

4:00 PM

MAYOR'S CONFERENCE ROOM - 1st FLOOR

Board of Estimate & Contract

Call to Order: At 4: __ PM by Chairwoman Mayor Shawyn Patterson-Howard**ADMINISTRATION OF THE AGENDA**

Roll Call: Roll Call and reading of agenda items administered by City Clerk Tanesia M. Walters. Noticed in the Journal News.

OTHERS: City Clerk, Tanesia M. Walters, Deputy City Clerk, Nicole J. Bonilla

RESOLUTIONS APPROVING ORDINANCES

1. Department of Public Works: An ordinance authorizing the payment for the Retroactive Repair of the Water Fountain at the Gramatan Avenue Roundabout
2. Department of Public Works: An ordinance authorizing the Final Contractual Payment to PCI Industries Corp. for Street Resurfacing and ADA-Compliant Handicap Ramp Installation
3. Department of Public Works: An ordinance adopting the Resolution for the New York State Department of Transportation Bridge NY - (South Fulton Avenue and East Third Street Bridge Rehabilitation project (BIN 2225220)
4. Department of Public Safety: An ordinance authorizing the Mayor to enter into an Agreement with SecureWatch24 for the purchase of 21 Tablet-Style Mobile Computers for the Department of Public Safety
5. Department of Public Safety: An ordinance authorizing the transfer of funds between Budget Lines funded through the American Rescue Plan (ARPA)
6. Recreation Department: An ordinance authorizing the acceptance of a Donation from New City Park for the repair of Madison Playground Safety surface
7. Department of Public Works: An ordinance declaring an emergency, authorizing the replacement of the HVAC System in the City Hall 2nd Floor City Council Room and authorizing the Mayor to enter into an Agreement
8. Department of Public Works: An ordinance authorizing the Amendment of Ordinance No. 4, adopted by the City Council on August 14, 2023, entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO AMEND THE ORIGINAL ARCADIS OF NEW YORK INC. AGREEMENT FOR AN ADDITIONAL \$1,000,000" (a third and final extension of the emergency contract with Arcadis for the DEC Consent Decree)
9. Department of Public Works: An ordinance authorizing the Transfer of Funds to Support the Engineering and Design Phase of the South Fulton Avenue Bridge Rehabilitation Project
10. Department of Public Works: An ordinance authorizing the Advertisement for Bids for Various Public Works Construction Equipment Rentals

11. City Clerk: An ordinance authorizing Councilwoman Danielle Browne to attend the New York State Conference of Mayors (NYCOM) Fall Training School in Saratoga (September 16 - 20, 2024)
12. Department of Buildings: An ordinance authorizing the department to partner with eBizDocs and ICC-CD for digital content management.

HELD ITEM FROM JULY 8, 2024 BOARD OF ESTIMATE SPECIAL MEETING

13. Department of Buildings: An ordinance authorizing the Department of Buildings to contract with Labella Associates, D.P.C. for Fire Safety and Property Maintenance Inspection

SETTLEMENTS

14. Settlement of Claim - Griffith, Scott (\$100.00)
15. Settlement of Claim - Elvin Jones (\$200.00)
16. Settlement of Claim - Wakefield Paint Fair, Inc. (\$940.03)
17. Settlement of Claim -Derrick Hunt (\$1,000.00)
18. Settlement of Claim - Jaramillo, Angie (\$2,926.00)

SALARY RESOLUTIONS

19. Salary Resolution: Building Clerk (Building Department)
20. Salary Resolution: All Positions (Department of Finance, Account Clerk I)

ACCEPTING A PROPOSAL

21. Request to Accept the Proposal of Gallagher Bassett as the Third-Party Administrator for the City's Legal Claims

Agenda was concluded at ____ PM

Chairwoman Patterson-Howard asked if there was new business:

Mayor asked for a motion to adjourn.

There being no further business, the meeting was adjourned at ____



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -656

Agenda Date: 7/16/2024

Agenda #: 1.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the payment for the Retroactive Repair of the Water Fountain at the Gramatan Avenue Roundabout (payment to Crown Waterproofing Inc. in the amount of \$41,200 is available through the Building Maintenance - Repairs to Plant and Equipment (A1620.414)), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING PAYMENT FOR THE RETROACTIVE REPAIR OF THE WATER FOUNTAIN AT THE GRAMATAN AVENUE ROUNDABOUT

Whereas, by letter dated June 6, 2024, the Commissioner for the Department of Public Works (“DWP) has requested legislation authorizing the payment to Crown Waterproofing Inc. for the retroactive repair of the water fountain at the Gramatan Avenue Roundabout in the amount of \$41,200; and

Whereas, the Department of Public Works is responsible for maintaining and repairing all city-owned property and for beautifying the city, including the water fountain at the Gramatan Avenue Roundabout; and

Whereas, the Gramatan Avenue water fountain was badly damaged and rendered unusable, necessitating extensive repairs, including the removal of the existing fountain liner, power washing the concrete, and removing and replacing the sealant in several areas; and

Whereas, Crown Waterproofing Inc. was identified as a suitable vendor to complete the repair work effectively and within budget requirements; and

Whereas, the necessary repair work was completed in 2023, but at that time, the DPW lacked the funding to pay for the project; and

Whereas, the funds are now available in this year’s budget to pay the vendor for the work done and for additional repairs anticipated shortly; and

Whereas, the total cost of the repair was \$41,200, and funding for this repair is available

through the Building Maintenance - Repairs to Plant and Equipment (A1620.414) line; **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Authorization of Retroactive Payment. The City Council authorizes the payment to Crown Waterproofing Inc. for the retroactive repair of the water fountain at the Gramatan Avenue Roundabout in the amount of \$41,200.

Section 2. Funding. Funding for this payment shall be allocated from the Building Maintenance - Repairs to Plant and Equipment (A1620.414) budget line.

Section 3. Completed Work. The Comptroller is authorized to pay Crown Waterproofing Inc. for the completed repair work.

Section 4. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner

June 6, 2024

Honorable City Council Members
Of the City of Mount Vernon
City Hall, Mount Vernon, New York
(Through the Office of the Mayor)

Re: Repair of Roundabout Fountain

Dear Honorable City Council Members:

I am writing to request your support to remit payment for the retroactive repair of the water fountain at the Gramatan Avenue roundabout. The Department of Public Works is responsible for maintaining and repairing all city owned property as well as the beautification of the city. The water fountain on Gramatan Avenue was very badly damaged and rendered unusable prior to its repair. In order to restore the structure, the existing fountain liner needed to be removed, the concrete needed to be power washed, and the sealant had to be removed and replaced in several areas. We have researched various options and found a suitable vendor, Crown Waterproofing Inc. to complete the work effectively and meet the budget requirements.

Contractor/Vendor	Price	Proposal Status
Crown Waterproofing Inc.	\$41,200.00	Submitted
Structural Contracting Services	\$35,970.00	Submitted
Mechanical Epoxy	\$128,000.00	Submitted

When this necessary repair was completed in 2023, the department did not have the available funding to complete the project. We now have the amount available this year to pay the vendor for this work as well as the additional repairs that will need to be done in the near future, as we expect to have to contact them again for additional work.

Funding for this repair is available through the Building Maintenance – Repairs to Plant and Equipment (A1620.414) line. The total cost of this repair was \$41,200.00.

Thank you for considering our request. Kindly have the necessary legislation enacted upon your acceptance and acquiescence of this transaction.

Respectfully,


Damani L. Bush
Commissioner of Public Works

DB/lp

Cc: Comptroller's Office

Attachments: Crown Waterproofing Inc. Invoice

“The Jewel of Westchester”



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner

Structural Contracting Services Estimate
Mechanical Epoxy Solutions Estimate



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -692

Agenda Date: 7/16/2024

Agenda #: 2.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on April 11, 2024, authorizing the Final Contractual Payment to PCI Industries Corp. for Street Resurfacing and ADA-Compliant Handicap Ramp Installation final contractual payment (funds for this final contractual payment (retainage) of \$590,895.70 for the work performed are available in H5110.203.C931 and are eligible for reimbursement via NYS CHIPS), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE FINAL CONTRACTUAL PAYMENT TO PCI INDUSTRIES CORP. FOR STREET RESURFACING AND ADA-COMPLIANT HANDICAP RAMP INSTALLATION

Whereas, by letter dated May 30, 2024, the Commissioner of the Department of Public Works has requested legislation authorizing the final contractual payment to PCI Industries Corp. for the resurfacing of streets and the installation of ADA-compliant handicap ramps; and

Whereas, the City of Mount Vernon entered into a contract with PCI Industries Corp. for the resurfacing of streets and the installation of ADA-compliant handicap ramps; and

Whereas, Damani L. Bush, Commissioner of Public Works for the City of Mount Vernon, has confirmed that the work under this contract has been performed in accordance with the terms of the contract; and

Whereas, the City of Mount Vernon successfully resurfaced over 79 streets, totaling more than 350 roadways with new asphalt, and installed 500% more ADA-compliant handicap ramps than completed in the past fifteen years combined; and

Whereas, many of these roadways were in critical hazardous condition, causing potholes, sinkholes, and vehicular damage; and

Whereas, the project was primarily funded through the New York State Department of Transportation, making it 100% reimbursable; and

Whereas, PCI Industries Corp. is entitled to the final contractual payment (retainage) of \$590,895.70 for the work performed; and

Whereas, funds for this final contractual payment (retainage) are available in H5110.203.C931 and are eligible for reimbursement via NYS CHIPS; **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Purpose. This ordinance authorizes the final contractual payment to PCI Industries Corp. for street resurfacing and the installation of ADA-compliant handicap ramps.

Section 2. Definitions. For this ordinance, the following terms shall have the meanings indicated:

1. **“Final Contractual Payment (Retainage)”**: The remaining balance due to PCI Industries Corp. upon satisfactory completion of the contract terms.

2. **“ADA-Compliant Handicap Ramps”**: Ramps that comply with the Americans with Disabilities Act standards, providing accessibility to individuals with disabilities.

3. **“NYS CHIPS”**: New York State Consolidated Local Street and Highway Improvement Program, which provides reimbursement for eligible transportation-related projects.

Section 3. Authorization. The Commissioner of Public Works is hereby authorized to make the final contractual payment (retainage) of \$590,895.70 to PCI Industries Corp. Funds for this payment are available in H5110.203.C931 and are eligible for reimbursement via NYS CHIPS.

Section 4. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall
One Roosevelt Square – Room 108
Mount Vernon, NY, 10550
(914) 665-2343 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

May 30, 2024

Honorable City Council
Of the City of Mount Vernon
City Hall, Mount Vernon, New York
(Through the Office of the Mayor)

RE: **“RESURFACING OF VARIOUS STREETS IN THE CITY OF MOUNT VERNON 2021 – 2024”**
Contractor - PCI INDUSTRIES CORP.
Final Payment - \$590,895.70 (Final Payment - Retainage)

Dear Council Members:

I, Damani L. Bush, Commissioner of Public Works of the City of Mount Vernon, do hereby state that the work under the contract between the City of Mount Vernon and PCI Industries Corp. regarding captioned subject has been performed in the manner as directed by the terms of contract.

Throughout this period, the City of Mount Vernon was able to resurface over 79 streets equating to over 350+ roadways with new asphalt and installed 500+ new ADA-Compliant Handicap Ramps, which is more than the City has completed in the past fifteen (15) years combined. Many of these roadways were in critical hazardous condition resulting in potholes, sinkholes, and vehicular damage. It is also noted that much of this project was funded via New York State Department of Transportation funding sources which is 100% reimbursable.

Therefore, the Contractor, PCI Industries Corp. is entitled to the Final Contractual Payment (Retainage) in the amount of \$590,895.70. Funds to pay for this are available in H5110.203.C931, which are eligible for reimbursement via NYS CHIPS.

Respectfully,

Damani L. Bush
Commissioner of Public Works
DB/db

CC: Comptroller's Office
Law Department
Engineering Bureau
Purchasing Department
Contracts File



City of Mount Vernon, New York

Staff Report

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File #: -TMP -693

Agenda Date: 7/16/2024

Agenda #: 3.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the adoption of the resolution for the New York State Department of Transportation BRIDGE NY Rehabilitation project (BIN 2225220) and authorizing the initiation of the Engineering and Design phase for the South Fulton Avenue and East Third Street Bridge (Overpass) Rehabilitation project (with a total cost of \$1,000,000 - (NYS share is \$950,000 and the City's cash match is \$50,000, which represents 5% of the total project cost - appropriation of \$50,000 from the Engineering Office Budget Line A1440.405 to serve as the City's cash match for the Engineering and Design phase of the project), be and the same is hereby approved.

City Council:

AN ORDINANCE ADOPTING THE RESOLUTION PROJECT (BIN 2225220) AND AUTHORIZING THE ENGINEERING AND DESIGN PHASE FOR THE SOUTH FULTON AVENUE AND EAST THIRD STREET BRIDGE (OVERPASS) REHABILITATION PROJECT

Whereas, by letter dated July 9, 2024, the Commissioner of the Department of Public Works has requested legislation authorizing the adoption of the resolution for the New York State Department of Transportation BRIDGE NY Rehabilitation project (BIN 2225220) and authorizing the initiation of the Engineering and Design phase for the South Fulton Avenue and East Third Street Bridge (Overpass) Rehabilitation project, with a total cost of \$1,000,000; and

Whereas, the total grant amount for the bridge rehabilitation project is \$4,999,710, to be executed in two phases: Engineering & Design and Reconstruction; and

Whereas, this ordinance pertains specifically to the Engineering and Design phase, with a total cost of \$1,000,000; and

Whereas, the cost share for the Engineering and Design phase is broken down as follows: NYS share is \$950,000 and the City's cash match is \$50,000, which represents 5% of the total project cost; and

Whereas, the City's match of \$50,000 will be appropriated from the Engineering Office budget line A1440.405; and

Whereas, the South Fulton Avenue and East Third Street Bridge, constructed in 1912, has been

identified by the NYS Department of Transportation as one of the worst-rated bridges in the Hudson Valley, with serious safety concerns that require immediate attention; and

Whereas, addressing these safety concerns is crucial for the safety and longevity of the bridge, and immediate action is necessary to prevent further deterioration and ensure public safety; **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Authorization for Engineering and Design Phase. The City Council hereby authorizes the initiation of the Engineering and Design phase for the South Fulton Avenue and East Third Street Bridge (Overpass) Rehabilitation project, with a total cost of \$1,000,000.

Section 2. Funding Appropriation. The City Council authorizes the appropriation of \$50,000 from the Engineering Office budget line A1440.405 to serve as the City's cash match for the Engineering and Design phase of the project.

Section 3. Project Justification. This project is essential to address the serious safety concerns identified by the NYS Department of Transportation and to ensure the structural integrity and longevity of the South Fulton Avenue and East Third Street Bridge.

Section 4. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MOUNT VERNON, AUTHORIZING
THE IMPLEMENTATION AND FUNDING OF THE
COSTS OF A TRANSPORTATION PROJECT, WHICH
MAY BE ELIGIBLE FOR FEDERAL AID AND/OR STATE
AID OR REIMBURSEMENT FROM BRIDGE NY FUNDS**

WHEREAS, a project for the *South Fulton Avenue and East Third Street Bridge (Overpass) Rehabilitation (BIN 2225220), City of Mt Vernon, Westchester County, NY* PIN 8763.19 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, 23CFR as amended and PUB. L. 117-58, also known as the "Bipartisan Infrastructure Law" (BIL); and

WHEREAS, the City of Mount Vernon will design, let, and construct the Project and

WHEREAS, the City of Mount Vernon desires to advance the Project by committing 5% or \$50,000 of the costs of the preliminary and detailed design work or portions thereof.

NOW, THEREFORE, The Mount Vernon City Council, duly convened, does hereby,

RESOLVE, that The Mount Vernon City Council hereby approves the Project, and it is hereby further

RESOLVED, that The Mount Vernon City Council hereby authorizes The City of Mount

Vernon to pay 5% of the cost of preliminary and detailed design work for the Project or portions thereof, with the understanding that qualified expenses may be eligible for federal aid, state aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of **\$50,000 (the City's cash match)** is hereby appropriated from Engineering Office - A1440.405 and made available to cover the cost of participation in the above phases of the Project, and it is further

RESOLVED, that the Mount Vernon City Council hereby agrees that the Supervisor of the City of Mount Vernon shall be responsible for all costs of the Project which exceed the amount of federal aid, state-aid, or NY Bridge funding awarded to the City of Mount Vernon, and it is further

RESOLVED, that in the event the Project costs not covered by federal aid, state aid, or NY Bridge funding exceed the amount appropriated above, the Mount Vernon City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Supervisor of the City of Mount Vernon thereof, and it is further

RESOLVED, that the City of Mount Vernon hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Supervisor of the City of Mount Vernon be and is hereby authorized to execute on behalf of the City of Mount Vernon all necessary agreements, certifications, or reimbursement requests for federal aid and/or state aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the City of Mount Vernon's funding of Project costs and permanent financing of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that the City of Mount Vernon will be responsible for all maintenance of the Project, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

July 9, 2024

VIA HAND

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 - Fax: (914) 665-2476

Honorable City Council
City of Mount Vernon
Mount Vernon, NY 10550
(Through the Office of the Mayor)

RE: SOUTH FULTON AVENUE AND EAST THIRD STREET BRIDGE (OVERPASS) REHABILITATION (BIN 2225220)

Dear Honorable Councilpersons:

With the utmost respect, I urgently request your Council to enact the attached resolution for the New York State Department of Transportation BRIDGE NY **South Fulton Avenue and East Third Street Bridge (Overpass)** Rehabilitation project (BIN 2225220). The city received grant approval for the entire bridge renovation project, which totaled \$4,999,710. The project will be executed in two (2) phases— Engineering & Design and re-construction. This legislation is for the Engineering and Design phase of the bridge rehabilitation only at \$1M. The cost share for this phase of the project breaks down as follows: the New York State share is \$950K, and the City's cash match is \$50,000 for the entire project. The City's match will be appropriated from Engineering Office-A1440.405. This crucial step needs to be initiated without delay for the safety and longevity of the bridge. The city's cash match for this project phase is 5 percent or \$50,000.

According to the NYS Department of Transportation, the **South Fulton Avenue and East Third Street Bridge (Overpass)** was constructed in 1912 and has one of the worst ratings in the Hudson Valley. It has aged past repair. Safety reports conducted by the Department of Transportation had previously uncovered serious issues compromising Fulton Avenue Bridge's structural integrity, forcing its closure. These safety concerns are not to be taken lightly and require immediate attention.

“The Jewel of Westchester”



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD

Mayor

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Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH

Commissioner

ROBERT L. HACKETT

Deputy Commissioner

We have also attached the initiation documents for the Mt. Vernon **South Fulton Avenue and East Third Street Bridge (Overpass)** Rehabilitation for your review and information.

Respectfully,

Damani Bush
Commissioner of Public Works

Attachments (2)



CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall
One Roosevelt Square – Room 108
Mount Vernon, NY, 10550
(914) 665-2343 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

2022 NY Bridge Project
(South Fulton Avenue and East Third Street Bridge (Overpass))_funded with BFP Off-System)
Locally Administered
RESOLUTION NUMBER: _____

Authorizing the implementation and funding of the costs of a transportation project, which may be eligible for federal aid and/or state aid or reimbursement from Bridge NY funds.

WHEREAS, a project for the ***South Fulton Avenue and East Third Street Bridge (Overpass) Rehabilitation (BIN 2225220), City of Mt Vernon, Westchester County, NY*** PIN 8763.19 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, 23CFR as amended and PUB. L. 117-58, also known as the "Bipartisan Infrastructure Law" (BIL); and

WHEREAS, the City of Mount Vernon will design, let, and construct the Project and

WHEREAS, The City of Mount Vernon desires to advance the Project by committing 5% or \$50,000 of the costs of the preliminary and detailed design work or portions thereof.

NOW, THEREFORE, The Mount Vernon City Council, duly convened, does hereby

RESOLVE that The Mount Vernon City Council hereby approves the Project, and it is hereby further

RESOLVED that The Mount Vernon City Council hereby authorizes The City of Mount Vernon to pay 5% of the cost of preliminary and detailed design work for the Project or portions thereof, with the understanding that qualified expenses may be eligible for federal aid, state aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED that the sum of **\$50,000 (the City's cash match)** is hereby appropriated from Engineering Office – A1440.405 and made available to cover the cost of participation in the above phases of the Project, and it is further

RESOLVED that the Mount Vernon City Council hereby agrees that the Supervisor of the City of Mount Vernon shall be responsible for all costs of the Project which exceed the amount of federal aid, state-aid, or NY Bridge funding awarded to the City of Mount Vernon, and it is further

RESOLVED that in the event the Project costs not covered by federal aid, state aid, or NY Bridge funding exceed the amount appropriated above, the Mount Vernon City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Supervisor of the City of Mount Vernon thereof, and it is further

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CITY OF MOUNT VERNON, NEW YORK
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Commissioner

ROBERT L. HACKETT

Deputy Commissioner

RESOLVED, that the City of Mount Vernon hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED that the Supervisor of the City of Mount Vernon be and is hereby authorized to execute on behalf of the City of Mount Vernon all necessary agreements, certifications, or reimbursement requests for federal aid and/or state aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the City of Mount Vernon's funding of Project costs and permanent financing of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED that The City of Mount Vernon will be responsible for all maintenance of the Project, and it is further

RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

I, Tanesia M. Walters, Esq., Clerk of The City of Mount Vernon, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said the Mount Vernon City Council at a meeting duly called and held at Mount Vernon City Hall on June 26, 2024 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of The City of Mount Vernon, New York, this _____ day of _____, 2024.

Clerk, The City of Mount Vernon

“The Jewel of Westchester”



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -698

Agenda Date: 7/16/2024

Agenda #: 4.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the Mayor to enter into an agreement with SecureWatch24 for the purchase of 21 tablet-style mobile computers for the Department of Public Safety - (the total cost for the 21 mobile computers, including a 3-year warranty, will be \$147,039.00, which will be a one-time purchase satisfied from Budget Line A3120.203ARP SDI-001 3.16), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SECUREWATCH24 FOR THE PURCHASE OF 21 TABLET-STYLE MOBILE COMPUTERS FOR THE DEPARTMENT OF PUBLIC SAFETY

Whereas, by letter dated June 19, 2024, the Commissioner of the Department of Public Safety has requested legislation authorizing the Mayor to enter into an agreement with SecureWatch24 for the purchase of 21 tablet-style mobile computers for the Department of Public Safety to enhance operational efficiency and provide officers with critical technology in their vehicles; and

Whereas, the Department of Public Safety has equipped its fleet of marked Police vehicles, purchased in 2022, with mounts needed to place mobile computers within the cars; and

Whereas, the Department of Public Safety needs to purchase 21 tablet-style mobile computers to be placed within these mounts to enable officers to complete more paperwork while within their vehicles, thereby enhancing operational efficiency and reducing the need to return to Police Headquarters; and

Whereas, the mobile computers will allow officers to access the Department's Computer Aided Dispatch (CAD) and Records Management Systems (RMS), both current and anticipated new systems, and will also enable access to body-worn camera and in-car video footage on evidence.com while on the street; and

Whereas, SecureWatch24 is an approved vendor by the New York State Office of General Services (NYS OGS) to provide tablet-style mobile computers, available under NYS OGS Contract

PC 69031; and

Whereas, the total cost for the 21 mobile computers, including a 3-year warranty, will be \$147,039.00, which will be a one-time purchase satisfied from Budget Line A3120.203ARP SDI-001 3.16; and **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Purpose. This ordinance authorizes the Mayor to enter into an agreement with SecureWatch24 to purchase 21 tablet-style mobile computers for the Department of Public Safety, which will enhance operational efficiency and provide officers with critical technology in their vehicles.

Section 2. Definitions. For this ordinance, the following terms shall have the meanings indicated:

1. **“SecureWatch24”**: The vendor approved by the New York State Office of General Services to provide tablet-style mobile computers.

2. **“Mobile Computers”**: Tablet-style computers designed for use by the Department of Public Safety in vehicles.

3. **“CAD”**: Computer Aided Dispatch.

4. **“RMS”**: Records Management Systems.

5. **“Department of Public Safety”**: The department responsible for public safety in the City of Mount Vernon.

6. **“Budget Line A3120.203ARP SDI-001 3.”6”**: The budget line allocated for this purchase.

Section 3. Authorization. The City Council hereby authorizes the Mayor to enter into an agreement with SecureWatch24 for the purchase of 21 tablet-style mobile computers for the Department of Public Safety at a total cost of \$147,039.00.

Section 4. Funding. The total cost of \$147,039.00 for the 21 mobile computers shall be satisfied from Budget Line A3120.203ARP SDI-001 3.16.

Section 5. Procurement. The mobile computers will be purchased through SecureWatch24 under the New York State Office of General Services Contract PC 69031.

Section 6. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



DEPARTMENT OF PUBLIC SAFETY
BUREAU OF POLICE
ROOSEVELT SQUARE
MOUNT VERNON, NY 10550
(914) 665-2500

DAVID GIBSON
POLICE COMMISSIONER

JENNIFER LACKARD
DEPUTY COMMISSIONER

MARCEL OLIFIERS
CHIEF OF OPERATIONS

SHAWYN PATTERSON - HOWARD
MAYOR

June 19, 2024

Honorable City Council Members
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, New York 10550

**Re: Request to Enter into a Contract with Securewatch24 for the Purchase of 21 Mobile Computers
FOR APPROVAL at the July 10th, 2024 CITY COUNCIL MEETING**

Honorable Councilmembers:

This letter respectfully requests the Honorable Members of the City Council to approve legislation authorizing the Mayor to enter into an agreement with SecureWatch24 to purchase 21 tablet-style mobile computers (computers designed to be placed within vehicles).

SecureWatch24 is a vendor approved by the New York State Office of General Services to provide tablet-style mobile computers. The Department has equipped our fleet of marked Police vehicles that were purchased in 2022 with the mounts needed to place the computers within the cars and now needs the computers to place within the mounts.

The computers will be used to access the Department's Computer Aided Dispatch and Records Management Systems to allow the officers to be able to complete more paperwork while within the vehicle. Currently, for any officer to complete paperwork, access to the CAD and RMS has to be obtained from within Police Headquarters. The computers will be able to connect to our current CAD/RMS and will additionally be able to connect with our anticipated new CAD/RMS.

Additionally, the computers will allow the Officers to access the body worn camera and in-car video footage recorded to evidence.com while still 'on the street', something they are currently not able to do due to not having access to a mobile computer.

The 21 mobile computers are of sufficient specification that will allow for their use for years to come without becoming obsolete, as was recommended by the Commissioner of Management Services. Additionally, the computers come with a 3-year warranty.

The total cost for the 21 mobile computers will be **\$147,039.00**. This is a one-time purchase that will be satisfied from **Budget Line A3120.203ARP SDI-001 3.16**.

Note that the requested equipment is available from New York State OGS Contract PC 69031.

If this request meets the approval of your Honorable Body, please enact legislation granting this approval.

Sincerely,

A handwritten signature in black ink that reads "David Gibson". The signature is written in a cursive style with a large, prominent "D" and "G".

David Gibson
Commissioner of Public Safety



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
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File #: TMP -699

Agenda Date: 7/16/2024

Agenda #: 5.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the transfer of funds between Budget Lines funded through the American Rescue Plan (ARPA) - (\$10,000.00 from Budget Line A3120.458ARP SDI-001 3.16 (Violence Prevention and Quality of Life Program Initiatives) to Budget Line A3120.203ARP SDI-001 3.16 (Violence Prevention and Quality of Life Equipment) to facilitate the purchase of 21 mobile computers for the Department of Public Safety), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS BETWEEN BUDGET LINES FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA)

Whereas, by letter dated June 19, 2024, the Commissioner of the Department of Public Safety has requested legislation authorizing the transfer of \$10,000.00 from Budget Line A3120.458ARP SDI-001 3.16 (Violence Prevention and Quality of Life Program Initiatives) to Budget Line A3120.203ARP SDI-001 3.16 (Violence Prevention and Quality of Life Equipment) to facilitate the purchase of 21 mobile computers for the Department of Public Safety; and

Whereas, the City of Mount Vernon has received funding through the American Rescue Plan Act (ARPA) to support various initiatives aimed at enhancing public safety and quality of life; and

Whereas, Budget Line A3120.458ARP SDI-001 3.16 was designated as the Violence Prevention and Quality of Life Program Initiatives Budget Line for the Department of Public Safety and funded with an amount of \$400,000; and

Whereas, Budget Line A3120.203ARP SDI-001 3.16 was designated as the Violence Prevention and Quality of Life Equipment Budget Line for the Department of Public Safety and funded with \$1,000,000; and

Whereas, the Department of Public Safety requires the purchase of 21 mobile computers to be placed within Department of Public Safety vehicles, at a total cost of \$147,039.00; and

Whereas, it is necessary to transfer funds in the amount of \$10,000.00 from Budget Line

A3120.458ARP SDI-001 3.16 to Budget Line A3120.203ARP SDI-001 3.16 to facilitate this purchase; **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Purpose. The purpose of this ordinance is to authorize the transfer of funds between budget lines funded through the American Rescue Plan Act (ARPA) to facilitate the purchase of mobile computers for the Department of Public Safety.

Section 2. Definitions. For the purposes of this ordinance, the following terms shall have the meanings indicated:

1. **“ARPA”:** American Rescue Plan Act, a federal funding initiative to support state and local government response to the COVID-19 pandemic and its economic impacts.

2. **“Budget Line A3120.458ARP SDI-001 3.16”:** The Violence Prevention and Quality of Life Program Initiatives Budget Line for the Department of Public Safety.

3. **“Budget Line A3120.203ARP SDI-001 3.16”:** The Violence Prevention and Quality of Life Equipment Budget Line for the Department of Public Safety.

4. **“Department of Public Safety”:** The City of Mount Vernon Department is responsible for public safety, including the police and fire departments.

5. **“Mobile Computers”:** Tablet-style computers designed to be placed within public safety vehicles, enabling access to critical systems and data.

Section 3. Authorization to Transfer Funds. The City Council hereby authorizes the transfer of \$10,000.00 from Budget Line A3120.458ARP SDI-001 3.16 (Violence Prevention and Quality of Life Program Initiatives) to Budget Line A3120.203ARP SDI-001 3.16 (Violence Prevention and Quality of Life Equipment) to facilitate the purchase of 21 mobile computers for the Department of Public Safety.

Section 4. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



DEPARTMENT OF PUBLIC SAFETY
BUREAU OF POLICE
ROOSEVELT SQUARE
MOUNT VERNON, NY 10550
(914) 665-2500

DAVID GIBSON
POLICE COMMISSIONER

JENNIFER LACKARD
DEPUTY COMMISSIONER

MARCEL OLIFIERS
CHIEF OF OPERATIONS

SHAWYN PATTERSON - HOWARD
MAYOR

June 19, 2024

Honorable City Council Members
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, New York 10550

**Re: Request to Transfer Funds between ARPA Budget Lines
FOR APPROVAL at the July 10th, 2024 CITY COUNCIL MEETING**

Honorable Councilmembers:

This letter respectfully requests the Honorable Members of the City Council to approve legislation authorizing the transfer of funds between budget lines funded through ARPA.

A3120.458ARP SDI-001 3.16 was designated as the Violence Prevention and Quality of Life Program Initiatives Budget Line for the Department of Public Safety. It was funded in the amount of \$400,000.

A3120.203ARP SDI-001 3.16 was designated as the Violence Prevention and Quality of Life Equipment Budget Line for the Department of Public Safety. It was funded in the amount of \$1,000,000. This would be the appropriate budget line to use to purchase eligible equipment.

The Department of Public Safety would like to purchase 21 mobile computers to be placed within Department of Public Safety vehicle. The total cost for the 21 mobile computers will be **\$147,039.00**. This would entail the transfer of \$10,000.00 from A3120.458ARP SDI-001 3.16 to A3120.203 ARP SDI-001 3.16.

If this request meets the approval of your Honorable Body, please enact legislation granting this approval.

Sincerely,

David Gibson
Commissioner of Public Safety

Cc: Mayor
Comptroller
Corporation Counsel



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
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File #: TMP -708

Agenda Date: 7/16/2024

Agenda #: 6.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the acceptance of a Donation from New City Park for the repair of Madison Playground Safety surface - (\$5,027.80 donated by New City Parks will be deposited into the City's budget line A2705.2 (Donations) and transferred to A7140.203 for vendor payment), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DONATION FROM NEW CITY PARKS FOR THE REPAIR OF MADISON PLAYGROUND SAFETY SURFACE

Whereas, by letter dated June 28, 2024, the Deputy Commissioner of the Department of Recreation has requested legislation authorizing them to accept a donation of \$5,027.80 from New City Parks towards purchasing the safety surface required to repair Madison Playground; and

Whereas, the safety surface at Madison Playground, located between Madison and Franklin Avenues in Mount Vernon, NY, is in complete disarray and needs to be replaced and repaired; and

Whereas, New City Parks (NCP), an organization dedicated to working with small cities and their underserved communities to create and enhance parks, has generously agreed to donate \$5,027.80 towards the purchase of the safety surface for Madison Playground; and

Whereas, the total cost of the safety surface material is \$10,055.60, with NCP's donation covering half of this amount and the balance of \$5,027.80 to be paid out of the City's budget line A7140.203 (Playground and Field Equipment); and

Whereas, the acceptance of this donation will facilitate the much-needed repair and revitalization of Madison Playground, contributing to the beautification and safety of our community's recreational spaces; **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Acceptance of Donation. The City of Mount Vernon and the Mount Vernon Recreation Department are hereby authorized to accept a donation of \$5,027.80 from New City Parks towards purchasing the safety surface required to repair Madison Playground.

Section 2. Deposit of Funds. The \$5,027.80 donated by New City Parks will be deposited into the City's budget line A2705.2 (Donations) and transferred to A7140.203 for vendor payment.

Section 3. Allocation of Funds. The remaining balance of \$5,027 will be paid out of budget line A7140.203 (Playground and Field Equipment).

Section 4. Use of Funds. The total of \$10,055.60 will be used towards the purchase and installation of the safety surface material at Madison Playground.

Section 5. Effective Date. This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
RECREATION DEPARTMENT

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2420 – Fax: (914) 665-2421

KATHLEEN WALKER- PINCKNEY
Commissioner

June 28, 2024

Honorable City Council
Through the Office of the Mayor
1 Roosevelt Square
Mount Vernon, NY 10550

Re: New City Parks Donation

Honorable City Council,

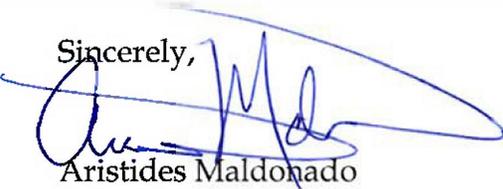
The Department of Recreation requests that the City Council enact legislation to allow the City of Mount Vernon, NY, and the Mount Vernon Department of Recreation to accept a donation towards the purchase of the safety surface for the repair of Madison Playground.

Madison Playground's safety surface is in complete disarray. It needs to be replaced and repaired. We are fortunate to have the support of New City Parks, an organization that works closely with small cities and their underserved communities to create parks where they are most needed. They have agreed to this generous donation to begin the revitalization and beautification of our playgrounds and parks.

The total cost of the safety surface material is \$10,055.60. NCP will donate \$5,027.80 which will be deposited into A2705.2 (donations) then transferred to A7140.203 for vendor payment. The balance of \$5,027.80 will be paid out of A7140.203 (Playground and field equipment).

We appreciate your time and consideration in this matter. Thank you.

Sincerely,


Aristides Maldonado
Deputy Commissioner





City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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VERNON, NEW YORK
10550
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File #: TMP -711

Agenda Date: 7/16/2024

Agenda #: 7.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, declaring an emergency, authorizing the replacement of the HVAC System in the City Hall 2nd Floor City Council Room and authorizing the Mayor to enter into an Agreement (\$47,846 -funded by "City Owned Property Capital Projects COVID & Operational Compliance" H1620.203C930), be and the same is hereby approved.

City Council:

AN ORDINANCE DECLARING AN EMERGENCY, AUTHORIZING THE REPLACEMENT OF THE HVAC SYSTEM IN THE CITY HALL 2ND FLOOR CITY COUNCIL ROOM AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT

Whereas, by letter dated June 28, 2024, the Commissioner of the Department of Public Works has requested legislation authorizing the declaration of an emergency at the City Hall 2nd Floor City Council Room due to the ongoing deterioration and end-of-life stage of the existing HVAC system components, which pose a health and safety risk to anyone utilizing the room and also authorizing the Mayor to enter into a contract with AMHAC Corporation of Eastchester, NY, for the replacement of the HVAC system in the City Hall 2nd Floor City Council Room at the cost of \$47,846; and authorizing the Mayor to enter into a contract with AMHAC Corporation of Eastchester, NY; and

Whereas, the existing HVAC (Heating, Ventilation, and Air Conditioning) system components in the City Hall 2nd Floor City Council Room are deteriorating and approaching the end of their expected service life, with some components installed initially between the 1950s and 1980s; and

Whereas, the current HVAC units exhibit unpredictable performance and inefficiency based on today's operational and performance standards, and have been confirmed to be on their "last leg"; and

Whereas, recent observations have shown that the remaining 5-ton rooftop unit servicing the City Council Room is entirely inoperable, resulting in no cooling or air-flow circulation within the room, which negatively affects any activities or meetings held in the space; and

Whereas, the state of the technology involved with HVAC units and indoor climate control has significantly advanced since the installation of the current units, justifying the need for their replacement; and

Whereas, the current inoperable state of the HVAC system in the City Council Room presents a very uncomfortable and health-threatening situation, particularly during the warmer weather months; and

Whereas, the Department of Public Works has solicited HVAC replacement proposals from three qualified mechanical contractors and determined that AMHAC Corporation of Eastchester, NY, which provided a proposal cost of \$47,846, should be engaged to perform the necessary repairs and replacement of the HVAC system; and

Whereas, the approved replacement equipment for this area features efficient heating capabilities and computer-enhanced advanced cooling and control capabilities; and

Whereas, funding for this acquisition is available via “City Owned Property Capital Projects Covid & Operational Compliance” H1620.203C930; **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Declaration of Emergency. The City Council hereby declares an emergency at the City Hall 2nd Floor City Council Room due to the ongoing deterioration and end-of-life stage of the existing HVAC system components, which pose a health and safety risk to anyone utilizing the room.

Section 2. Authorization to Enter into Contract. The City Council authorizes the Mayor to enter into a contract with AMHAC Corporation of Eastchester, NY, to replace the HVAC system in the City Hall 2nd Floor City Council Room for \$47,846.

Section 3. Funding. This project will be funded by “City Owned Property Capital Projects COVID & Operational Compliance” H1620.203C930.

Section 4. Implementation and Completion. The Department of Public Works shall oversee the implementation and completion of the HVAC replacement project as soon as possible to avoid the suspension of the use of the City Council Room during the warm weather months.

Section 4. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall
One Roosevelt Square – Room 108
Mount Vernon, NY, 10550
(914) 665-2343 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

June 28, 2024

Honorable City Council Members
Of the City of Mount Vernon
City Hall, Mount Vernon, New York
(Through the Office of the Mayor)

Re: Declaring an Emergency Situation –City Hall Second Floor City Council Room H.V.A.C. Replacement

Dear Honorable City Council Members:

I respectfully request that an emergency be declared at the above referenced location due to on-going “Building Climate Control Systems” deterioration and components approaching “End-of -Life” stages. Some of these components originally installed decades ago from the 50’s-80’s are now adversely inefficient based on today’s operational and performance standards and are still laboring on despite having reached the end of their expected service life.

In addition to the “unpredictable performance” that the existing units exhibit, the current state of the technology involved with H.V.A.C. units and indoor climate control has advanced in “leaps & bounds” since the installation of the current existing units. These advancements alone would constitute replacement of the existing units, even if the existing units were operating at their peak performance.

A very uncomfortable and health threatening situation is currently developing in the 2nd floor city council room where the (2) 5-ton rooftop units that provide cooling to that area are now both inoperable. It has been over (5) years since the 1st unit reached the end of its service life and ceased to function. During recent roof repair work being performed throughout the City Hall roof area it was observed that the remaining (5) ton unit that serviced the City Council Room was only sporadically working and its performance at best was unpredictable. Additional observation of the unit confirmed that this remaining unit, like many of the accessory and peripheral components of this H.V.A.C. system, were on their “last leg”.

Recently during an attempt to activate the system due to increased temperatures with the onset of summer 2024, the remaining unit was found to be completely inoperable. This would result in no cooling or air-flow circulation within the Council room, which would negatively affect any activities or meetings being held within the space.

At that time, we began to solicit H.V.A.C. contractors for the purpose of mitigating the situation and avoiding the adverse interior environment that would develop. The Dept of Public Works has solicited H.V.A.C. replacement proposals from (3) qualified Mechanical contractor’s which were familiarized with the scope of work and made available to them all pertinent and influential information necessary to develop an adequate repair / replacement plan and present a comprehensive proposal detailing the necessary procedures required to accomplish it.

The (3) companies that exhibited the most understanding and competence in relation to the required tasks, and presented amicable and similar solutions are indicated here along with their associated proposal cost:

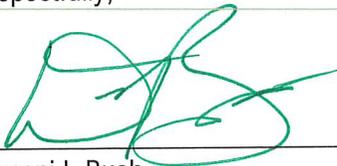
Metropolis HVAC Contractor's of Yonkers, NY.....	\$ 87,000. (Eighty-Seven Thousand dollars)
Air Source Mechanical, Inc of Mount Vernon, NY.....	\$ 68,358. (Sixty-Eight Thousand, Three-Hundred Fifty-Eight)
AMHAC Corporation of Eastchester, NY.....	\$ 47,846. (Forty-Seven Thousand, Eight-Hundred Forty-Six)

After thorough examination of the three proposals, all which proposed identical solutions that met or exceeded the requirements, it was determined that **AMHAC CORPORATION of Eastchester, NY** should be engaged and tasked to provide the materials and labor to perform the necessary repairs / replacement of the H.V.A.C. SYSTEM servicing the City Hall 2nd Floor City Council Room. It should also be noted that the approved replacement equipment for this area now features and provides efficient Heating capabilities in addition to computer enhanced advanced cooling and control capabilities.

This interior environment issue is extremely concerning and hazardous to the health and comfort to anyone utilizing the Council Room during the warmer weather months. We are respectfully requesting that this repair / replacement work be performed *“As soon as possible to avoid having to suspend use of the space during the Warm Weather months.”*

Funding for this acquisition is available via:
“City Owned Property Capital Projects Covid & Operational Compliance” H1620.203C930
If this meets with the approval of your Honorable Body, please kindly have the necessary legislation enacted.

Respectfully,



Damani L Bush
Commissioner of Public Works
DLB/jp

Attachments:

CC:



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
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File #: TMP -714

Agenda Date: 7/16/2024

Agenda #: 8.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the amendment of Ordinance No. 4, adopted by the City Council on August 14, 2023, entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO AMEND THE ORIGINAL ARCADIS OF NEW YORK INC. AGREEMENT FOR AN ADDITIONAL \$1,000,000" (for a further extension not to exceed \$1,800,000 (term: August 10, 2023 - December 31, 2025) - Funding for these services shall be expended from the following funding sources:

- \$10,000,000 - New York State Department of Environmental Conservation (NYSDEC) 2021 Water Quality Improvement Project (WQIP)
- \$75,000 - NYSDEC MS4 Mapping Grant
- \$1,500,000 - Environmental Protection Agency (EPA) Community Funding Grant
- \$1,500,000 - U.S. Department of Housing and Urban Development (HUD) Community Project Funding
- \$500,000 - New York State Environmental Facilities Corporation (EFC) Engineering Consultant Design Grant
- \$150,000,000 - New York State Environmental Facilitates Corporation (EFC)
- ARPA - H8120.203.C933 - Sanitary Sewer Rehabilitation and Construction; H8140.203.C932 - Stormwater Sewer Rehabilitation and Flood Mitigation. (City funds will sometimes be needed to provide the upfront grant payment before reimbursement.)

TOTAL FUNDING AVAILABLE ·\$163,575,000, be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE AMENDMENT OF ORDINANCE NO. 4 ADOPTED BY THE CITY COUNCIL ON AUGUST 14, 2023, ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR TO AMEND THE ORIGINAL ARCADIS OF NEW YORK, INC. AGREEMENT" FOR AN ADDITIONAL \$1,000,000

The City of Mount Vernon, in City Council convened, does hereby ordain and enact:

Section 1. The first decretal paragraph, the second paragraph, Sections 1 and 2 of Ordinance No. 4, adopted by the City Council on August 14, 2023, entitled “AN ORDINANCE AUTHORIZING THE MAYOR TO AMEND THE ORIGINAL ARCADIS OF NEW YORK AGREEMENT” [for an additional \$1,000,000] for a further extension not to exceed \$1,800,000 (term: August 10, 2023 - December 31, 2025) is hereby amended as follows:

WHEREAS, by letter dated [August 7, 2023] July 2, 2024, the Commissioner of the Department of Public Works has requested legislation authorizing the Mayor to amend the original contract executed on December 21, 2021 with Arcadis of New York, Inc. (“Arcadis”) to provide engineering services by completing outfall sampling and analysis, an Illicit Discharge Action Plan (“IDAP”), a Stormwater Management Program Plan (“SWMP Plan”), and Sewer System Evaluation Survey (“SSES”) Workplan. The proposed one-year Contract Amendment Period would commence on August 10, 2022, through August 9, 2023; and

WHEREAS, on June 16, 2022, Mayor Shawyn Patterson-Howard declared a state of emergency due to the existence of an environmental water emergency within the sanitary and storm sewer systems posing an immediate health and safety threat to humans and the environment and preventing compliance with the U.S. Clean Water Act. The City of Mount Vernon (“City”) is currently in a State of Emergency for the current public health and safety crisis that is being caused by the deterioration of the sanitary and storm sewers. Problems include sanitary sewer overflows, sewer backups into homes, flooding, illicit discharges and pipe collapses; and

WHEREAS, Arcadis has been providing engineering services for the investigation and rehabilitation of the City sewer system. Some of these services include grant assistance, technical guidance, GIS development, bid document development, water sampling, consent order review, developing sewer system evaluation documents, MS4 program assistance; and

WHEREAS, the current agreement manages crisis, the engineering services will focus on assisting the City with sanitary and stormwater sewer investigations, maintenance and repairs. Arcadis has agreed to also provide assistance in the implementation of the lead service line replacement program to include the following deliverables:

Task 1 - Meetings and correspondences

Task 2 - Grant and Financing Assistance

Task 3 - Program Management

Task 4 - Outfall 24 Sewer Investigation Field Services

Task 5 - Sewer Investigation and Rehabilitation Recommendations

Task 6 - 2024/2025 Phase 2 - Sewer Inspection and Rehabilitation RFB’s

Task 7 - As needed Engineering Services

WHEREAS, Arcadis has provided a proposal to amend their original contract for one (1) year and extend the scope of services to include: Meetings and Correspondences, Grant and Financial Assistance, Contractor On-Call services, Program Management, and As-Needed Engineering Services. Due to the extensive work outlined within the IDAP, increased flooding city-wide and overall general knowledge of the City’s Sanitary and Stormwater system by Arcadis, it would behoove the City to retain their services for efficient progress and compliance continuity; NOW, THEREFORE,

The City of Mount Vernon, in City Council convened, does hereby ordain and enact:

Section 1. The Mayor is hereby authorized to amend the original six-month contract period from December 29, 2021 - June 28, 2022 executed on December 21, 2021 with Arcadis of New York, Inc. (“Arcadis”) to provide engineering services by completing outfall sampling and analysis, an Illicit Discharge Action Plan (“IDAP”), a Stormwater Management Program Plan (“SWMP Plan”), and Sewer System Evaluation Survey (“SSES”) Workplan. The proposed one-year Contract Amendment Period would commence on August 10, 2022, through [August 9, 2023] August 9, 2025 (additional 2 years).

Section 2. [Funds for the aforesaid in an amount not to exceed [\$400,000.00] \$1,538,500, this amount includes a subcontractor allowance in the amount of \$100,000.00 for construction oversight, survey and additional CCTV inspections.

Funding for these additional services shall be expended from the following funding sources:

- \$10,000,000 - New York State Department of Environmental Conservation (“NYSDEC”) 2021 Water Quality Improvement Project (“WQIP”).
- \$1,500,000 - Environmental Protection Agency (“EPA”) Community Funding Grant.
- \$1,500,000 - U.S. Department of Housing and Urban Development (“HUD”) Community Project Funding.
- \$150,000,000 - New York State Environmental Facilities Corporation (“EFC”).
- \$500,000 New York State Environmental Facilities Corporation (“EFC”) Engineering Consultant Design Grant.
- \$75,000 NYSDEC MS4 Mapping Grant.
- ARPA - H8120.203.C933 - Sanitary Sewer Rehabilitation and Construction; H8140.203.C932 - Stormwater Sewer Rehabilitation and Flood Mitigation. (City funds will be needed in some instances to provide the upfront payment prior to reimbursement).]

Funding for these services shall be expended from the following funding sources:

- \$10,000,000 - New York State Department of Environmental Conservation (NYSDEC) 2021 Water Quality Improvement Project (WQIP)
- \$75,000 - NYSDEC MS4 Mapping Grant
- \$1,500,000 - Environmental Protection Agency (EPA) Community Funding Grant
- \$1,500,000 - U.S. Department of Housing and Urban Development (HUD) Community Project Funding
- \$500,000 - New York State Environmental Facilities Corporation (EFC) Engineering Consultant Design Grant
- \$150,000,000 - New York State Environmental Facilitates Corporation (EFC)
- ARPA - H8120.203.C933 - Sanitary Sewer Rehabilitation and Construction; H8140.203.C932 - Stormwater Sewer Rehabilitation and Flood Mitigation. (City funds will sometimes be needed to provide the upfront grant payment before reimbursement.)

TOTAL FUNDING AVAILABLE ·\$163,575,000

Section 3. Funding for this project is available via the following sources:

- (i) American Rescue Plan Act (“ARPA”) - Infrastructure: 5.5 Clean Water: Other Sewer Infrastructure - H8120.203.C933b - Consultant Engineers - \$250,000.00;
- (ii) American Rescue Plan Act (“ARPA”) Infrastructure: 5.6 Clean Water: Stormwater - H8140.203.C932b - Consultant Engineers - \$250,000.00; and
- (iii) New York State Environmental Facilities Corporation (“NYSEFC”) Grant Funding.

Section 4. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.

New Matter Underlined

Deleted Matter in Brackets []



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner

ROBERT L. HACKETT
Deputy Commissioner

July 2, 2024

Honorable City Council Members
The City of Mount Vernon
Mount Vernon, New York
(Through the Office of the Mayor)

**Re: Arcadis of New York, Inc., - Sewers Engineering Services – Amendment #3 to
Legislation Dated August 7, 2023 – Additional Extension Not to Exceed \$1,800,000
Term: August 10, 2023 – December 31, 2025**

Dear Honorable City Council Members:

The Department of Public Works respectfully requests a third and final extension of the emergency contract with Arcadis of New York, Inc. (“Arcadis”) to ensure uninterrupted compliance with sewer-related engineering services through December 31, 2025, at an additional total cost of \$1.8M. The City is fully prepared to back this contract extension financially, with a combination of ten (10) sewer-related grants and EFC funding facilities readily available to support sewer compliance work—more than enough to support this contract amendment, which are at **no additional cost(s) for the City**. This demonstrates our unwavering commitment to this crucial project and our financial preparedness. This amendment and funding reflect the support and coordination of The City with New York State Department of Environmental Conservation (DEC), and New York State Environmental Facilities Corporation (EFC), the principal funding and compliance authorities.

Arcadis has been providing engineering services for the City of Mount Vernon (City), most of which is to comply with the Consent Decree between the City, DEC, Environmental Protection Agency (EPA), and the Department of Justice (DOJ) regarding illicit discharges to the Bronx and Hutchinson Rivers (Case 7:18-cv-05845-CS). These compliance services include Edison Pump Station Design, acting Consent Decree Engineering Expert and Financial Expert, and the Sewer System Evaluation Survey and Illicit Discharge Action Plan implementation.

The current Arcadis agreement, a two-year agreement that began in August 2023 and will end next August 2025, is facing a critical funding limit. The remaining amount will be depleted before the end of July 2024, necessitating an immediate resolution to avoid stopping Arcadis's work. The EFC has provided funding specific to the current Arcadis scope of work with the \$1M grant titled Funding Agreement – Sewer Investigations and Repairs. However, the situation is dire, with limited funding remaining in this grant and



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DEPARTMENT of PUBLIC WORKS

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Deputy Commissioner

a year left on our contract. A potential gap in assistance could lead to severe violations of the Consent Decree and subsequent civil and stipulated penalties, which we all are keen to avoid.

In accordance with the City’s Procurement Policy and to increase the diversity of the vendor contractors performing sewer work, the city is planning to simultaneously develop and advertise this work in a Request for Qualifications (RFQ). A process that, with the assistance of EFC, can take up to twelve (12) months to complete. We aim to identify a quality pool of additional infrastructure engineers to complete this work. This timeline includes developing RFQ documents, advertising the RFQ, receiving consultant responses, selecting the consultant, and signing an agreement, which would overlap in 2025FY to ensure continuity and no lapse in services. However, in the interim, Arcadis, as the City’s primary engineering consultant and Financial Expert, has been implementing many of the components of the Consent Decree. A potential gap in our assistance could lead to violations of the Consent Decree and civil and stipulated penalties, making the need for immediate action clear. The challenges presented in bringing on a new Engineering consultant and the City’s reliance on Arcadis for these crucial services underscore the necessity of a contract extension to maintain continuity in our efforts to resolve our legal compliance issues.

CIVIL PENALTIES FACING THE CITY FOR NON-COMPLIANCE

The civil and stipulated penalties and a reference to the continuous retainage of an Engineering Expert and Financial Expert are as follows:

- **VII. Civil Penalty** – DEC suspended a Civil Penalty of **\$100,000** provided the Defendant does not violate any terms of the Consent Decree
- **Paragraph 39 Engineering Expert** – Defendant shall continuously retain a qualified engineering firm to assist Defendant in Meeting its MS4 Obligations and Compliance with the Consent Decree until this Decree’s termination date. Arcadis is currently engaged as an Engineering Expert.
- **Paragraph 44 Financial Expert** – Defendant shall retain continuously until the date of termination of the Decree; Defendant shall retain a qualified firm to provide technical advice, assistance, oversight, and organization to assist Defendant in procuring federal state and other funding. Arcadis is currently engaged as the Financial Expert.
- **X. Stipulated Penalties**—The Consent Decree includes penalties for violating compliance deadlines, required actions, and reporting requirements. The penalties are per violation and per day and increase with the period of non-compliance. One group of violations ranges from \$250/day/violation to \$1000/day/violation, and the second group ranges from \$500/day/violation to \$1500/day/violation.



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NEW ADDITIONAL REQUIREMENTS UNDER AMENDMENT #3

- Increased and robust MWBE participation in Mount Vernon Sewer remediation work for the amended contract term.
- Workforce Development Opportunities for City Residents and Youth
- Community Engagement – In accordance with Paragraph 37 of the Consent Decree – Public Education and Other Actions. Arcadis will plan and implement an aggressive community engagement plan via Public Relations firms to inform and educate Mount Vernon residents on the details of the Consent Decree and the importance of resolving the issues for the taxpayer. The plan will also inform them of the progress of the City’s plan to fix the sewers and invite local businesses and residents, including the City School District, to participate wherever possible.

ARCADIS CONTRACT BACKGROUND AND TIMELINE

The Initial Arcadis Contract

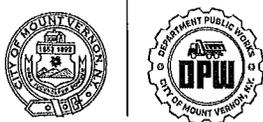
In December 2021, the City of Mount Vernon entered into a \$138,500 Agreement for Professional Engineering Services with Arcadis of New York to bring the city into compliance with its Municipal Separate Storm Sewer System (“MS-4”) General Permit. The services included the development of an Illicit Discharge Action Plan (IDAP), Outfall Sampling, a Storm Water Sampling Plan (SWMP), a sewer system Evaluation survey (SSES) Plan, a Capacity, Management, Operations, and Maintenance (CMOM) Program and to remedy issues identified to eliminate sources of pollution from unauthorized discharges to water bodies. The agreement also authorized additional services upon the city’s request.

Arcadis Amendment #1

Under the Consent Decree, on December 29, 2022, the city executed a \$400,000 amendment to the above contract totaling \$538,000. This amendment was a strategic decision to enhance our services, including, as needed, Engineering Services, Program Management, contractor-on-call Services, and Grant and Financing Assistance, to better serve the city’s stormwater compliance needs.

Arcadis Amendment #2

In response to ongoing compliance and enforcement action by New York State, on September 11, 2023, the city executed a second extension for As Needed Engineering Services, Sewer Inspection and Rehabilitation RFB, Sewer Investigation and Rehabilitation, etc. for an additional \$1M, bringing the total up to \$1,538,500.



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DEPARTMENT of PUBLIC WORKS

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The active two-year Arcadis contract expires in August 2025. Still, the remaining contractual remuneration is approximately \$84,000 (*as of July 2, 2024*), which is not enough to guarantee uninterrupted Consent Decree compliance, which carries heavy penalties, fines, and other enforcement actions against the city.

Amendment #3 (New)

Arcadis will continue to help manage this crisis. Generally, the engineering services will focus on assisting the city with sanitary and stormwater sewer investigations, maintenance, and repairs. It will also include assistance in implementing the lead service line replacement program. The deliverables are as follows:

- Task 1 – Meetings and Correspondences
- Task 2 – Grant and Financing Assistance
- Task 3 – Program Management
- Task 4 – Outfall 24 Sewer Investigation Field Services
- Task 5 – Sewer Investigation and Rehabilitation Recommendations
- Task 6 – 2024/2025 Phase 2 – Sewer Inspection and Rehabilitation RFB's
- Task 7 – As-Needed Engineering Services

Funding for these services shall be expended from the following funding sources:

- **\$10,000,000** – New York State Department of Environmental Conservation (NYSDEC) 2021 Water Quality Improvement Project (WQIP)
- **\$75,000** – NYSDEC MS4 Mapping Grant
- **\$1,500,000** – Environmental Protection Agency (EPA) Community Funding Grant
- **\$1,500,000** – U.S. Department of Housing and Urban Development (HUD) Community Project Funding
- **\$500,000** – New York State Environmental Facilities Corporation (EFC) Engineering Consultant Design Grant
- **\$150,000,000** – New York State Environmental Facilitates Corporation (EFC)
- ARPA – H8120.203.C933 – Sanitary Sewer Rehabilitation and Construction; H8140.203.C932 – Stormwater Sewer Rehabilitation and Flood Mitigation. (*City funds will sometimes be needed to provide the upfront grant payment before reimbursement.*)

TOTAL FUNDING AVAILABLE - \$163,575,000



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DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

Respectfully,

Damani L. Bush
Commissioner of Public Works
DB/SL

Cc: New York State Department of Environmental Conservation
New York State Environmental Facilities Corporation
Comptroller's Office
Grants & Compliance Division
Engineering Bureau
Law Department
Contract File

Attachments: Arcadis of New York – Amendment #3 Proposal
USDOJ Consent Decree – September 18, 2023

New Matter
[Deleted Matter]



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
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File #: TMP -719

Agenda Date: 7/16/2024

Agenda #: 9.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the transfer of Funds to Support the Engineering and Design Phase of the South Fulton Avenue Bridge Rehabilitation Project- (\$15,000 from A5120.447 (DPW - Materials and Supplies, Bridges) to A1440.405 (DPW - Contracted Outside Services, Engineering)), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS TO SUPPORT THE ENGINEERING AND DESIGN PHASE OF THE SOUTH FULTON AVENUE BRIDGE REHABILITATION PROJECT

Whereas, by letter dated July 3, 2024, the Commissioner of the Department of Public Works has requested legislation authorizing the transfer of \$15,000 from A5120.447 (DPW-Materials and Supplies, Bridges) to A1440.405 (DPW-Contracted Outside Services, Engineering) to support the engineering and design phase of the South Fulton Avenue Bridge rehabilitation project; and

Whereas, the South Fulton Avenue Bridge requires rehabilitation to ensure safety and longevity, with the total cost of the engineering and design phase estimated at \$1,000,000; and

Whereas, the State of New York has committed to cover \$950,000 of the project cost, leaving the City of Mount Vernon responsible for a cash match of \$50,000; and

Whereas, the City's cash match will be appropriated from the Engineering Office budget line A1440.405 (DPW - Contracted Outside Services, Engineering); and

Whereas, to fulfill the funding requirement for this project, the Department of Public Works requests authorization to transfer funds of \$15,000 from A5120.447 (DPW - Materials and Supplies, Bridges) to A1440.405 (DPW - Contracted Outside Services, Engineering); **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Authorization of Fund Transfer. The City Council hereby authorizes the transfer of \$15,000 from A5120.447 (DPW-Materials and Supplies, Bridges) to A1440.405 (DPW-Contracted

Outside Services, Engineering) to support the engineering and design phase of the South Fulton Avenue Bridge rehabilitation project.

Section 2. Use of Transferred Funds. The transferred funds will be used to meet the City's cash match requirement of \$50,000 for the South Fulton Avenue Bridge rehabilitation project. These funds will be specifically allocated to the Engineering Office budget line A1440.405 (DPW-Contracted Outside Services, Engineering).

Section 3. Project Justification. The South Fulton Avenue Bridge rehabilitation is essential to address safety concerns and structural integrity issues. This project is necessary for the community's well-being and to ensure the long-term functionality of the bridge.

Section 4. Effective Date. This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT OF PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

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DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

July 3, 2024

Honorable City Council Members
The City of Mount Vernon
Mount Vernon, New York
(Through the Office of the Mayor)

Re: Transfer of Funds to Support Funding of South Fulton Avenue Bridge Rehabilitation Project (BIN 2225220)

Dear Honorable City Council Members,

I am writing to request your consideration of the funding of the South Fulton Avenue Bridge. The Engineering and Design phase of the bridge rehabilitation will cost \$1,000,000.00 and breaks down as follows:

The State's share is \$950K, and the City's cash match is \$50,000.00. The City's match will be appropriated from Engineering Office -A1440.405. To fulfill the funds requirement for his project, The Department of Public Works is requesting the following:

FROM		TO	
Budget Code	Amount	Budget Code	Amount
D.P.W –Materials and Supplies- A5120.447–Bridges	\$15,000.00	D.P.W. – Contracted Outside Service – A1440.405– Engineering	\$15,000.00

I respectfully request your support of this funds transfer and look forward to discussing it further during the upcoming City Council meeting. Thank you for your attention to this matter.

Respectfully,

Damani L. Bush
Commissioner of Public Works

DLB/djg

“The Jewel of Westchester”



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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10550
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File #: TMP -710

Agenda Date: 7/16/2024

Agenda #: 10.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the Department of Public Works authorizing them to advertise bids for Various Public Works Construction Equipment Rentals - (funding for this project is available from the following sources:

2024 Operating Budget Codes	A8120.405 (Outside Services), A8120.429 (Emergency Repairs)
ARPA Budget Codes	H8120.203 C-933 (Sanitary), H8140.203 C-932 (Storm)
\$5M Emergency (EFC)	H8120.203 C-934 (Sewer), H8140.203 C-935 (Storm)

, be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR VARIOUS PUBLIC WORKS CONSTRUCTION EQUIPMENT RENTALS

Whereas, by letter dated June 6, 2024, the Commissioner of the Department of Public Works has requested legislation authorizing them to advertise bids for Various Public Works Construction Equipment Rentals per the attached specifications; and

Whereas, the City of Mount Vernon recognizes the importance of equipping the Department of Public Works (DPW) with the necessary construction equipment to address emergency sewer issues promptly and efficiently; and

Whereas, having the appropriate contractors and equipment readily available in emergencies is crucial for the safety of the City's residents and infrastructure, reducing costs and mitigating risks associated with emergencies; and

Whereas, the existing contract for equipment rentals has recently expired, necessitating the release of a new bid under the City's procurement policy to ensure cost-effective and timely solutions; and

Whereas, the new bid will replace the standard bid summary sheet with an Itemized Unit Cost Schedule (Exhibit A) and waive the requirement for a 5% bid deposit due to the unspecified scope of

work; and

Whereas, funding for the bid will be allocated from the following Budget Codes:

2024 Operating Budget Codes	A8120.405 (Outside Services), A8120.429 (Emergency Repairs)
ARPA Budget Codes	H8120.203 C-933 (Sanitary), H8140.203 C-932 (Storm)
\$5M Emergency (EFC)	H8120.203 C-934 (Sewer), H8140.203 C-935 (Storm)

, and Budget Codes **Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Purpose. The Department of Public Works is authorized to advertise bids for Various Public Works Construction Equipment Rentals per the attached specifications.

Section 2. Authorization. The Department of Public Works shall utilize the Itemized Unit Cost Schedule (Exhibit A) in the specifications and waive the 5% bid deposit requirement due to the lack of a specified scope of work.

Section 3. Funding. Funding for the bids will be allocated from the following budget codes:

2024 Operating Budget Codes	A8120.405 (Outside Services), A8120.429 (Emergency Repairs)
ARPA Budget Codes	H8120.203 C-933 (Sanitary), H8140.203 C-932 (Storm)
\$5M Emergency (EFC)	H8120.203 C-934 (Sewer), H8140.203 C-935 (Storm)

Section 4. Effective Date. This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

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Mayor

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DAMANI L. BUSH
Commissioner

ROBERT L. HACKETT
Deputy Commissioner

June 6, 2024

Honorable City Council Members
Of the City of Mount Vernon
City Hall, Mount Vernon, New York 10550
(Through the Office of the Mayor)
RE: RFP -Various Public Works Construction Equipment Rentals

Dear Honorable City Council Members,
I am writing to formally request authorization to advertise for bids for **Various Public Works Construction Equipment Rentals** in accordance with the attached specifications. It is important that our Emergency Sewer Crew be able to address all urgent matters in a timely fashion and have all the proper equipment for the safety of the the City of Mount Vernon’s residents and its infrastructure. Coordinating the need for emergency contractors and equipment sooner, rather than later proves to be cost effective and reduces fees that are often incurred in emergency situations. In situations of eminent danger this can also reduce the risk of injury or further danger.

The existing contract has recently expired, and in accordance with the newly adopted procurement policy, we must release a new bid. To mitigate unforeseen costs that could prove to be a burden in emergency situations, the Department of Public Works recommends going out to bid to fully vet and find cost saving solutions for the City of Mount Vernon. Having the appropriate contractor and equipment on hand also eliminates having to find qualified equipment in emergency situations that can be deemed hazardous and costly to constituents.

The standard bid summary sheet shall be replaced by an Itemized Unit Cost Schedule (“Exhibit A”) existing in the specifications and therefore the requirement for a 5% bid deposit shall be waived and stricken from the specification due to a lack of a specified scope of work.

This bid will be funded by the following budget codes:

2024 Operating Budget Code	Outside services-A8120.405 Emergency Repairs-A8120.429
ARPA Budget Codes	Sanitary H8120.203C933 Storm H8140.203C932
\$5M Emergency (EFC)	Sewer-H8120.203C-934 Storm-H8140.203 C-935

Respectfully,

Damani L. Bush
Commissioner of Public Works

DB/dg
CC: Curtis Woods



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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VERNON, NEW YORK
10550
& VIA
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File #: TMP -733

Agenda Date: 7/16/2024

Agenda #: 11.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing Councilwoman Danielle Browne to attend the New York State Conference of Mayors (NYCOM) Fall Training School in Saratoga, NY, from September 16-20, 2024, as follows:

- (The conference fee of \$510.00 shall be charged to account A1010.417 (Education and Training),
- The lodging expenses of \$884.00 (\$221 per night) shall be charged to account A1010.402 (Travel Expenses),
- The food expenses of \$298.00 shall be charged to account A1010.402 (Travel Expenses),
- The Amtrak travel expenses of \$167.00 shall be charged to account A1010.402 (Travel Expenses),

be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING COUNCILWOMAN DANIELLE BROWNE TO ATTEND THE NEW YORK STATE CONFERENCE OF MAYORS (NYCOM) FALL TRAINING SCHOOL IN SARATOGA, NY

Whereas, by letter dated July 9, 2024, the Legislative Assistant of the City Council has requested legislation authorizing Councilwoman Danielle Browne to attend the New York State Conference of Mayors (NYCOM) Fall Training School in Saratoga, NY, from September 16-20, 2024; and

Whereas, the conference provides an invaluable opportunity for Councilwoman Danielle Browne to meet with elected officials across the State and beyond, as well as to meet with Legislative representatives; and

Whereas, the total cost for Councilwoman Danielle Browne to attend the conference, including registration, lodging, food, and travel, should not exceed \$1,900; and

Whereas, the conference fee of \$510.00 should be charged to account A1010.417 (Education and Training); and

Whereas, the lodging expenses of \$884.00 (\$221 per night) should be charged to account A1010.402 (Travel Expenses); and

Whereas, the food expenses of \$298.00 should be charged to account A1010.402 (Travel Expenses); and

Whereas, the Amtrak travel expenses of \$167.00 should be charged to account A1010.402 (Travel Expenses); **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Authorization to Attend Conference. The City Council authorizes Councilwoman Danielle Browne to attend the New York State Conference of Mayors (NYCOM) Fall Training School in Saratoga, NY, from September 16-20, 2024.

Section 2. Approval of Expenses. The total cost for Councilwoman Danielle Browne to attend the conference shall not exceed \$1,900. The expenses are to be allocated as follows:

- The conference fee of \$510.00 shall be charged to account A1010.417 (Education and Training).
- The lodging expenses of \$884.00 (\$221 per night) shall be charged to account A1010.402 (Travel Expenses).
- The food expenses of \$298.00 shall be charged to account A1010.402 (Travel Expenses).
- The Amtrak travel expenses of \$167.00 shall be charged to account A1010.402 (Travel Expenses).

Section 3. Effective Date. This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.



CITY COUNCIL
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DANIELLE BROWNE, ESQ.
CITY COUNCILWOMAN
DBrowne@cmvny.com

CHAIR, STANDING COMMITTEE ON
LEGISLATION AND PUBLIC WORKS

CO-CHAIR, STANDING COMMITTEE ON
PUBLIC SAFETY AND CODES

July 9, 2024

Honorable City Council Members
1 Roosevelt Square
Mount Vernon, NY 10550

Re: Requesting Permission for Councilwoman Danielle Browne to Attend the NYCOM's Fall Training School (September 16-20, 2024)

Dear Honorable Body:

This letter comes to respectfully request that City Council approve the request for Councilwoman Danielle Browne to attend the NYCOM's Fall Training School in Saratoga, NY on September 16-20, 2024.

The Conference provides an opportunity to meet with elected officials across the State and beyond, as well as to meet with Legislative representatives. The total funds that are being requested should not exceed \$1,900 for this trip. The conference fee of \$510.00 should be charged to A1010.417 (Education and Training). In addition, lodging (\$221 per night = \$884), food (\$298) and Amtrak travel (\$167.000) should be expensed to A1010.402, (Travel Expenses).

The Training School tentative agenda - [Link](#)

If this meets with the City Council's approval, I ask that the necessary legislation be enacted to reflect this request. Thank you for your attention to this matter.

Sincerely,

Antoinette Anderson
Legislative Assistant to
The City Council



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
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File #: TMP -734

Agenda Date: 7/16/2024

Agenda #: 12.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on July 10, 2024, and signed by the Acting Mayor on July 10, 2024, authorizing the Department of Buildings to partner with eBizDocs and ICC-CD for digital content management - (\$703,586.88, funded by The American Rescue Plan Act (ARPA), with the Budget Code for the contract being H1680.203C927 (Technology/Digitalization/Cyber Security/Servers/Telework/Online Operations)), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE BUILDINGS DEPARTMENT TO PARTNER WITH EBIZDOCS AND ICC-CDS FOR THE DIGITIZATION OF PHYSICAL PAPER DOCUMENTS AND RECORDS

Whereas, by letter dated July 10, 2024, the Commissioner of the Department of Buildings has requested legislation authorizing the Buildings Department to partner with eBizDocs and ICC-CDS to digitize physical paper documents and records; and

Whereas, the Buildings Department of the City of Mount Vernon has identified a critical need to digitize physical paper documents and records to address and remedy the department's document and record-tracking deficiencies; and

Whereas, physical paper records are highly vulnerable to damage, loss, and theft, and are susceptible to the elements; and

Whereas, the digitization of records will ensure the protection of vital documents, enhance efficiency, and comply with the city's retention policy; and

Whereas, eBizDocs, a digital content management company and an NYSID vendor, has been selected to scan, index, and organize the documents to exact specifications; and

Whereas, ICC-CDS, the Laserfiche value-added reseller (VAR) for the City of Mount Vernon's current Laserfiche system, will process and upload the scanned documents into the system; and

Whereas, the digitization project comprises six phases from ICC-CDS and six phases from

eBizDocs, with each phase detailed as follows:

STAGE	VENDOR	COS T	TOTAL COST
PHASE 1	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600.00	
			\$117,264.48
PHASE 2	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600.00	
			\$117,264.48
PHASE 3	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600.00	
			\$117,264.48
PHASE 4	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600.00	
			\$117,264.48
PHASE 5	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600.00	
			\$117,264.48
PHASE 6	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600.00	

			\$117,264.48
			\$703,586.88

Whereas, the funding source for this project is The American Rescue Plan Act (ARPA), with the Budget Code for the contract being H1680.203C927 (Technology/Digitalization/Cyber Security/Servers/Telework/Online Operations); **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Authorization to Partner with eBizDocs and ICC-CDS. The City Council authorizes the Buildings Department to partner with eBizDocs and ICC-CDS to digitize physical paper documents and records.

Section 2. Approval of Project Phases and Costs. The total cost of \$703,586.88 for the digitization project, detailed in the phases outlined above, is hereby approved.

Section 3. Funding Source. The funding for this project shall be sourced from The American Rescue Plan Act (ARPA) under the Budget Code H1680.203C927 (Technology/Digitalization/Cyber Security/Servers/Telework/Online Operations).

Section 4. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, NY
CITY OF MOUNT VERNON

SHAWYN PATTERSON-HOWARD
Mayor

City Hall – One Roosevelt Square
Mount Vernon, NY 10550
Website: www.cmyny.com

Patrick G. Holder, R.A.
Buildings Commissioner

July 10, 2024

The Honorable City Council of the City of Mount Vernon
City Hall, 1 Roosevelt Square
Mount Vernon, New York 10550

THROUGH THE OFFICE OF THE MAYOR

Re: Document Digitalization Project

Dear Honorable City Council Members:

We're writing to address a dire need for the digitization of physical paper documents and records in the Buildings department. This will enable us to address and remedy the department's document and record tracking deficiencies while also meeting the city's retention policy in a much more efficient manner. Physical paper records are extremely vulnerable to damage, they are susceptible to the elements, loss and theft. To ensure the protection of vital records and documents, we're requesting for legislation from your honorable body to allow our department to partner with eBizDocs and ICC-CD. eBizDocs, a digital content management company which is a NYSID vendor, currently scans documents for the city. The quote attached comes directly from NYSID. eBizDocs will scan, index and organize to exact specifications. ICC-CDS will be the company responsible for processing and uploading scanned documents. ICC-CDS is the Laserfiche value-added reseller (VAR) on record for the City of Mount Vernon's current Laserfiche system. Please see ICC-CDS quote attached.

The portion of the project performed by eBizDocs will require eBizDocs to periodically pick up boxes to send out for conversion. Once the document conversion portion is completed, eBizDocs will upload the files to ICC-CDS. ICC-CDS will then process the files into Laserfiche view format and upload them into the system.

Laserfiche's intelligent data capturing, captures content and auto-classifies no matter the source. The captured data can be used to collaborate across departments and teams in one centralized, secure platform. Files can be shared securely internally and externally. Several of the other departments are going through a similar upgrade utilizing Laserfiche.

This project consists of 6 phases from ICC-CDS, LLC and 6 phases from eBizDocs. ICC-CDS, LLC is priced at \$19,600 for each phase and eBizDocs is priced at \$97,664.48 for each phase. The total for both projects is \$703,586.88. Please see the following page for the budget breakdown.

Document Digitalization Project

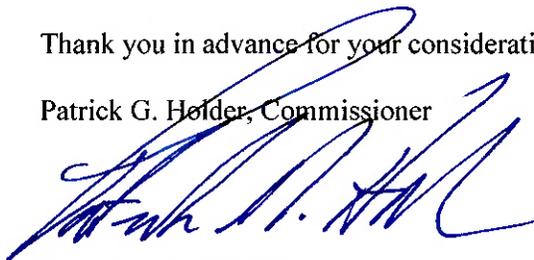
STAGE	VENDOR	COST	TOTAL COST
PHASE 1	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600	
			\$117,264.48
PHASE 2	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600	
			\$117,264.48
PHASE 3	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600	
			\$117,264.48
PHASE 4	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600	
			\$117,264.48
PHASE 5	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600	
			\$117,264.48
PHASE 6	eBizDocs	\$97,664.48	
	ICC-CDS, LLC	\$19,600	
			\$117,264.48
			\$703,586.88

The funding source for this project is The American Rescue Plan Act (ARPA). The budget code for the contract is H1680.203C927 (Technology/Digitalization/Cyber Security/Servers/Telework/Online Operations).

As the city attracts an ever-growing share of New York residents and other neighboring state populations, the city's capacity to honor service commitments, build and maintain necessary infrastructure, and meet our financial obligations will have a profound effect on the city's economy and quality of life for hundreds of residents.

Thank you in advance for your consideration and cooperation in this urgent matter.

Patrick G. Holder, Commissioner



Department of Buildings

Cc: Mayor, Corporate Counsel, City Clerk, The Comptroller

City of Mount Vernon, NY Building Department – Phase 1

May 30, 2024



Document Management Solution *Scanned Image Indexing and Processing Services*

Bruce Cadman
Senior Solutions Account Executive
Mobile: 518-441-6496
bcadman@icc-cds.com

DOCUMENT CONVERSION / PROJECT DELIVERABLES / INVESTMENT DETAIL

DOCUMENT CONVERSION PROJECT

Reference is made to the Document Scanning Proposal between eBizDocs and the **City of Mount Vernon, NY**.

PROJECT DELIVERABLES

The following deliverables are included in your project pricing.

- The document conversion services associated with the project will be performed by eBizDocs,
- Upon completion of the scanning portion of the project by eBizDocs, eBizDocs will upload the image files to ICC-CDS, LLC.
- Once received from eBizDocs, ICC-CDS, LLC will process the images into Laserfiche Viewer format and upload same onto Laserfiche system, if owned.
- ICC-CDS, LLC is not responsible for the accuracy and quality of the images (e.g., black borders, skewed images, blurry images, non-legible images, etc.), or other errors on the scanning portion provided to ICC-CDS, LLC by eBizDocs.
- ICC-CDS will index documents exactly as they appear on the original documents unless otherwise stated. ICC-CDS is not responsible for inconsistencies throughout the index data (for example, where some street suffixes may be abbreviated while others are fully spelled out).
- Laserfiche Viewer formatted documents will be provided via secure FTP link. One (1) copy of the Laserfiche Viewer can be provided on removable media, upon request.

PROJECT MANAGEMENT AND OTHER SERVICES

- Our charge includes project management and assumes that all the documents contained in this project will be imaged and provided by eBizDocs to ICC-CDS, LLC.
- Project Management will include job setup, creation of file structures and databases (as applicable) and Laserfiche Viewer containing images and data on removable media.
- Placement of the shipped documents in your repository will be performed as a courtesy service upon request.
- Schedule the placement of the documents into your Laserfiche repository by contacting our Laserfiche Helpdesk at - LFSupport@icc-cds.com

INVESTMENT DETAIL

City of Mount Vernon, NY				
	Est. of Images	Est. of Documents	Unit Price	Extended Price
Document Keying/Indexing on selected documents for population of template fields, creation of document naming and folder structure.		-		\$ -
Data Processing/Upload services on all records into Laserfiche, including applying templates and indexing to images, file naming and folder structure creation.	76,000			\$ 19,300.00
Delivery Fee per delivery for processing, copying, delivery and upload of backfile documents.		1	\$ 300.00	\$ 300.00
Project Management and other related services including job setup, creation of file structures and database (as applicable) and Laserfiche viewer containing images and data on removable media.				<i>Included in per-image price</i>
Total Indexing, Processing/Upload Pricing:				\$ 19,600.00

Our price is based upon the information set forth above and is valid for six months.

Document Indexing/Processing Specifications		
Document Type / Description	Est. of images	Est. of Documents
Building Department	76,000	2,238
Folders	SBL (on folder tab)	
Index Field(s)/Keying - Rolled/Loose Plans	SBL (on front of plan)	
Index Field(s)/Keying - Graveyard Plans	Box, Map1, Map2, etc.	
Who is Keying/Indexing	eBizDocs	
Document Naming Convention	TBD based on available index fields	
Document Organization (Folders)	TBD based on available index fields	
Comments / Special Instructions	Tag & Match file may be provided to apply additional index fields	

AUTHORIZATION & AGREEMENT

The City of Mount Vernon, hereby agrees to the procedures outlined above, to ICC-CDS, LLC's Document Management Solution Terms & Conditions which are available at [ICC-CDS terms & conditions](#) and are incorporated herein by reference as they apply to this proposal, and authorizes ICC-CDS, LLC to proceed with the project.

Payment Schedule:

ICC-CDS, LLC will invoice for processing services upon shipment of each batch of the scanned documents.

Performance Schedule:

The project will be completed within 90 days of ICC-CDS, LLC's receipt from eBizDocs of all materials necessary to complete the project.

(Client please fill out) Invoice for this Project to be sent to:

Department: _____ Contact Name: _____

CITY OF MOUNT VERNON, NY

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

ICC-CDS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

In order to authorize the project:

1. Sign the Proposal
 2. Fax or email the Authorization & Agreement Section only to: sales@icc-cds.com • fax (585) 328-8189
 3. Mail the signed Proposal to ICC-CDS, LLC at: 781 Elmgrove Road • Rochester, NY 14624
- Upon request, ICC-CDS, LLC can mail a signed copy of this agreement back to the Municipality for its records.

City of Mount Vernon, NY Building Department – Phase 2

May 30, 2024



Document Management Solution *Scanned Image Indexing and Processing Services*

Bruce Cadman
Senior Solutions Account Executive
Mobile: 518-441-6496
bcadman@icc-cds.com

DOCUMENT CONVERSION / PROJECT DELIVERABLES / INVESTMENT DETAIL

DOCUMENT CONVERSION PROJECT

Reference is made to the Document Scanning Proposal between eBizDocs and the **City of Mount Vernon, NY**.

PROJECT DELIVERABLES

The following deliverables are included in your project pricing.

- The document conversion services associated with the project will be performed by eBizDocs,
- Upon completion of the scanning portion of the project by eBizDocs, eBizDocs will upload the image files to ICC-CDS, LLC.
- Once received from eBizDocs, ICC-CDS, LLC will process the images into Laserfiche Viewer format and upload same onto Laserfiche system, if owned.
- ICC-CDS, LLC is not responsible for the accuracy and quality of the images (e.g., black borders, skewed images, blurry images, non-legible images, etc.), or other errors on the scanning portion provided to ICC-CDS, LLC by eBizDocs.
- ICC-CDS will index documents exactly as they appear on the original documents unless otherwise stated. ICC-CDS is not responsible for inconsistencies throughout the index data (for example, where some street suffixes may be abbreviated while others are fully spelled out).
- Laserfiche Viewer formatted documents will be provided via secure FTP link. One (1) copy of the Laserfiche Viewer can be provided on removable media, upon request.

PROJECT MANAGEMENT AND OTHER SERVICES

- Our charge includes project management and assumes that all the documents contained in this project will be imaged and provided by eBizDocs to ICC-CDS, LLC.
- Project Management will include job setup, creation of file structures and databases (as applicable) and Laserfiche Viewer containing images and data on removable media.
- Placement of the shipped documents in your repository will be performed as a courtesy service upon request.
- Schedule the placement of the documents into your Laserfiche repository by contacting our Laserfiche Helpdesk at - LFSupport@icc-cds.com

INVESTMENT DETAIL

City of Mount Vernon, NY				
	Est. of Images	Est. of Documents	Unit Price	Extended Price
Document Keying/Indexing on selected documents for population of template fields, creation of document naming and folder structure.		-		\$ -
Data Processing/Upload services on all records into Laserfiche, including applying templates and indexing to images, file naming and folder structure creation.	76,000			\$ 19,300.00
Delivery Fee per delivery for processing, copying, delivery and upload of backfile documents.		1	\$ 300.00	\$ 300.00
Project Management and other related services including job setup, creation of file structures and database (as applicable) and Laserfiche viewer containing images and data on removable media.				<i>Included in per-image price</i>
Total Indexing, Processing/Upload Pricing:				\$ 19,600.00

Our price is based upon the information set forth above and is valid for six months.

Document Indexing/Processing Specifications		
Document Type / Description	Est. of images	Est. of Documents
Building Department	76,000	2,238
Folders	SBL (on folder tab)	
Index Field(s)/Keying - Rolled/Loose Plans	SBL (on front of plan)	
Index Field(s)/Keying - Graveyard Plans	Box, Map1, Map2, etc.	
Who is Keying/Indexing	eBizDocs	
Document Naming Convention	TBD based on available index fields	
Document Organization (Folders)	TBD based on available index fields	
Comments / Special Instructions	Tag & Match file may be provided to apply additional index fields	

AUTHORIZATION & AGREEMENT

The City of Mount Vernon, hereby agrees to the procedures outlined above, to ICC-CDS, LLC's Document Management Solution Terms & Conditions which are available at [ICC-CDS terms & conditions](#) and are incorporated herein by reference as they apply to this proposal, and authorizes ICC-CDS, LLC to proceed with the project.

Payment Schedule:

ICC-CDS, LLC will invoice for processing services upon shipment of each batch of the scanned documents.

Performance Schedule:

The project will be completed within 90 days of ICC-CDS, LLC's receipt from eBizDocs of all materials necessary to complete the project.

(Client please fill out) Invoice for this Project to be sent to:

Department: _____ Contact Name: _____

CITY OF MOUNT VERNON, NY

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

ICC-CDS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

In order to authorize the project:

1. Sign the Proposal
 2. Fax or email the Authorization & Agreement Section only to: sales@icc-cds.com • fax (585) 328-8189
 3. Mail the signed Proposal to ICC-CDS, LLC at: 781 Elmgrove Road • Rochester, NY 14624
- Upon request, ICC-CDS, LLC can mail a signed copy of this agreement back to the Municipality for its records.

City of Mount Vernon, NY Building Department – Phase 3

May 30, 2024



Document Management Solution

Scanned Image Indexing and Processing Services

Bruce Cadman
Senior Solutions Account Executive
Mobile: 518-441-6496
bcadman@icc-cds.com

DOCUMENT CONVERSION / PROJECT DELIVERABLES / INVESTMENT DETAIL

DOCUMENT CONVERSION PROJECT

Reference is made to the Document Scanning Proposal between eBizDocs and the **City of Mount Vernon, NY**.

PROJECT DELIVERABLES

The following deliverables are included in your project pricing.

- The document conversion services associated with the project will be performed by eBizDocs,
- Upon completion of the scanning portion of the project by eBizDocs, eBizDocs will upload the image files to ICC-CDS, LLC.
- Once received from eBizDocs, ICC-CDS, LLC will process the images into Laserfiche Viewer format and upload same onto Laserfiche system, if owned.
- ICC-CDS, LLC is not responsible for the accuracy and quality of the images (e.g., black borders, skewed images, blurry images, non-legible images, etc.), or other errors on the scanning portion provided to ICC-CDS, LLC by eBizDocs.
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- Laserfiche Viewer formatted documents will be provided via secure FTP link. One (1) copy of the Laserfiche Viewer can be provided on removable media, upon request.

PROJECT MANAGEMENT AND OTHER SERVICES

- Our charge includes project management and assumes that all the documents contained in this project will be imaged and provided by eBizDocs to ICC-CDS, LLC.
- Project Management will include job setup, creation of file structures and databases (as applicable) and Laserfiche Viewer containing images and data on removable media.
- Placement of the shipped documents in your repository will be performed as a courtesy service upon request.
- Schedule the placement of the documents into your Laserfiche repository by contacting our Laserfiche Helpdesk at - LFSupport@icc-cds.com

INVESTMENT DETAIL

City of Mount Vernon, NY				
	Est. of Images	Est. of Documents	Unit Price	Extended Price
Document Keying/Indexing on selected documents for population of template fields, creation of document naming and folder structure.		-		\$ -
Data Processing/Upload services on all records into Laserfiche, including applying templates and indexing to images, file naming and folder structure creation.	76,000			\$ 19,300.00
Delivery Fee per delivery for processing, copying, delivery and upload of backfile documents.		1	\$ 300.00	\$ 300.00
Project Management and other related services including job setup, creation of file structures and database (as applicable) and Laserfiche viewer containing images and data on removable media.				<i>Included in per-image price</i>
Total Indexing, Processing/Upload Pricing:				\$ 19,600.00

Our price is based upon the information set forth above and is valid for six months.

Document Indexing/Processing Specifications		
Document Type / Description	Est. of images	Est. of Documents
Building Department	76,000	2,238
Folders	SBL (on folder tab)	
Index Field(s)/Keying - Rolled/Loose Plans	SBL (on front of plan)	
Index Field(s)/Keying - Graveyard Plans	Box, Map1, Map2, etc.	
Who is Keying/Indexing	eBizDocs	
Document Naming Convention	TBD based on available index fields	
Document Organization (Folders)	TBD based on available index fields	
Comments / Special Instructions	Tag & Match file may be provided to apply additional index fields	

AUTHORIZATION & AGREEMENT

The City of Mount Vernon, hereby agrees to the procedures outlined above, to ICC-CDS, LLC's Document Management Solution Terms & Conditions which are available at [ICC-CDS terms & conditions](#) and are incorporated herein by reference as they apply to this proposal, and authorizes ICC-CDS, LLC to proceed with the project.

Payment Schedule:

ICC-CDS, LLC will invoice for processing services upon shipment of each batch of the scanned documents.

Performance Schedule:

The project will be completed within 90 days of ICC-CDS, LLC's receipt from eBizDocs of all materials necessary to complete the project.

(Client please fill out) Invoice for this Project to be sent to:

Department: _____ Contact Name: _____

CITY OF MOUNT VERNON, NY

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

ICC-CDS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

In order to authorize the project:

1. Sign the Proposal
 2. Fax or email the Authorization & Agreement Section only to: sales@icc-cds.com • fax (585) 328-8189
 3. Mail the signed Proposal to ICC-CDS, LLC at: 781 Elmgrove Road • Rochester, NY 14624
- Upon request, ICC-CDS, LLC can mail a signed copy of this agreement back to the Municipality for its records.

City of Mount Vernon, NY Building Department – Phase 4

May 30, 2024



Document Management Solution *Scanned Image Indexing and Processing Services*

Bruce Cadman
Senior Solutions Account Executive
Mobile: 518-441-6496
bcadman@icc-cds.com

DOCUMENT CONVERSION / PROJECT DELIVERABLES / INVESTMENT DETAIL

DOCUMENT CONVERSION PROJECT

Reference is made to the Document Scanning Proposal between eBizDocs and the **City of Mount Vernon, NY**.

PROJECT DELIVERABLES

The following deliverables are included in your project pricing.

- The document conversion services associated with the project will be performed by eBizDocs,
- Upon completion of the scanning portion of the project by eBizDocs, eBizDocs will upload the image files to ICC-CDS, LLC.
- Once received from eBizDocs, ICC-CDS, LLC will process the images into Laserfiche Viewer format and upload same onto Laserfiche system, if owned.
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PROJECT MANAGEMENT AND OTHER SERVICES

- Our charge includes project management and assumes that all the documents contained in this project will be imaged and provided by eBizDocs to ICC-CDS, LLC.
- Project Management will include job setup, creation of file structures and databases (as applicable) and Laserfiche Viewer containing images and data on removable media.
- Placement of the shipped documents in your repository will be performed as a courtesy service upon request.
- Schedule the placement of the documents into your Laserfiche repository by contacting our Laserfiche Helpdesk at - LFSupport@icc-cds.com

INVESTMENT DETAIL

City of Mount Vernon, NY				
	Est. of Images	Est. of Documents	Unit Price	Extended Price
Document Keying/Indexing on selected documents for population of template fields, creation of document naming and folder structure.		-		\$ -
Data Processing/Upload services on all records into Laserfiche, including applying templates and indexing to images, file naming and folder structure creation.	76,000			\$ 19,300.00
Delivery Fee per delivery for processing, copying, delivery and upload of backfile documents.		1	\$ 300.00	\$ 300.00
Project Management and other related services including job setup, creation of file structures and database (as applicable) and Laserfiche viewer containing images and data on removable media.				<i>Included in per-image price</i>
Total Indexing, Processing/Upload Pricing:				\$ 19,600.00

Our price is based upon the information set forth above and is valid for six months.

Document Indexing/Processing Specifications		
Document Type / Description	Est. of images	Est. of Documents
Building Department	76,000	2,238
Folders	SBL (on folder tab)	
Index Field(s)/Keying - Rolled/Loose Plans	SBL (on front of plan)	
Index Field(s)/Keying - Graveyard Plans	Box, Map1, Map2, etc.	
Who is Keying/Indexing	eBizDocs	
Document Naming Convention	TBD based on available index fields	
Document Organization (Folders)	TBD based on available index fields	
Comments / Special Instructions	Tag & Match file may be provided to apply additional index fields	

AUTHORIZATION & AGREEMENT

The City of Mount Vernon, hereby agrees to the procedures outlined above, to ICC-CDS, LLC's Document Management Solution Terms & Conditions which are available at [ICC-CDS terms & conditions](#) and are incorporated herein by reference as they apply to this proposal, and authorizes ICC-CDS, LLC to proceed with the project.

Payment Schedule:

ICC-CDS, LLC will invoice for processing services upon shipment of each batch of the scanned documents.

Performance Schedule:

The project will be completed within 90 days of ICC-CDS, LLC's receipt from eBizDocs of all materials necessary to complete the project.

(Client please fill out) Invoice for this Project to be sent to:

Department: _____ Contact Name: _____

CITY OF MOUNT VERNON, NY

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

ICC-CDS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

In order to authorize the project:

1. Sign the Proposal
 2. Fax or email the Authorization & Agreement Section only to: sales@icc-cds.com • fax (585) 328-8189
 3. Mail the signed Proposal to ICC-CDS, LLC at: 781 Elmgrove Road • Rochester, NY 14624
- Upon request, ICC-CDS, LLC can mail a signed copy of this agreement back to the Municipality for its records.*

City of Mount Vernon, NY Building Department – Phase 5

May 30, 2024



Document Management Solution *Scanned Image Indexing and Processing Services*

Bruce Cadman
Senior Solutions Account Executive
Mobile: 518-441-6496
bcadman@icc-cds.com

DOCUMENT CONVERSION / PROJECT DELIVERABLES / INVESTMENT DETAIL

DOCUMENT CONVERSION PROJECT

Reference is made to the Document Scanning Proposal between eBizDocs and the **City of Mount Vernon, NY**.

PROJECT DELIVERABLES

The following deliverables are included in your project pricing.

- The document conversion services associated with the project will be performed by eBizDocs,
- Upon completion of the scanning portion of the project by eBizDocs, eBizDocs will upload the image files to ICC-CDS, LLC.
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- Laserfiche Viewer formatted documents will be provided via secure FTP link. One (1) copy of the Laserfiche Viewer can be provided on removable media, upon request.

PROJECT MANAGEMENT AND OTHER SERVICES

- Our charge includes project management and assumes that all the documents contained in this project will be imaged and provided by eBizDocs to ICC-CDS, LLC.
- Project Management will include job setup, creation of file structures and databases (as applicable) and Laserfiche Viewer containing images and data on removable media.
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INVESTMENT DETAIL

City of Mount Vernon, NY				
	Est. of Images	Est. of Documents	Unit Price	Extended Price
Document Keying/Indexing on selected documents for population of template fields, creation of document naming and folder structure.		-		\$ -
Data Processing/Upload services on all records into Laserfiche, including applying templates and indexing to images, file naming and folder structure creation.	76,000			\$ 19,300.00
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Project Management and other related services including job setup, creation of file structures and database (as applicable) and Laserfiche viewer containing images and data on removable media.				<i>Included in per-image price</i>
Total Indexing, Processing/Upload Pricing:				\$ 19,600.00

Our price is based upon the information set forth above and is valid for six months.

Document Indexing/Processing Specifications		
Document Type / Description	Est. of images	Est. of Documents
Building Department	76,000	2,238
Folders	SBL (on folder tab)	
Index Field(s)/Keying - Rolled/Loose Plans	SBL (on front of plan)	
Index Field(s)/Keying - Graveyard Plans	Box, Map1, Map2, etc.	
Who is Keying/Indexing	eBizDocs	
Document Naming Convention	TBD based on available index fields	
Document Organization (Folders)	TBD based on available index fields	
Comments / Special Instructions	Tag & Match file may be provided to apply additional index fields	

AUTHORIZATION & AGREEMENT

The City of Mount Vernon, hereby agrees to the procedures outlined above, to ICC-CDS, LLC's Document Management Solution Terms & Conditions which are available at [ICC-CDS terms & conditions](#) and are incorporated herein by reference as they apply to this proposal, and authorizes ICC-CDS, LLC to proceed with the project.

Payment Schedule:

ICC-CDS, LLC will invoice for processing services upon shipment of each batch of the scanned documents.

Performance Schedule:

The project will be completed within 90 days of ICC-CDS, LLC's receipt from eBizDocs of all materials necessary to complete the project.

(Client please fill out) Invoice for this Project to be sent to:

Department: _____ Contact Name: _____

CITY OF MOUNT VERNON, NY

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

ICC-CDS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

In order to authorize the project:

1. Sign the Proposal
 2. Fax or email the Authorization & Agreement Section only to: sales@icc-cds.com • fax (585) 328-8189
 3. Mail the signed Proposal to ICC-CDS, LLC at: 781 Elmgrove Road • Rochester, NY 14624
- Upon request, ICC-CDS, LLC can mail a signed copy of this agreement back to the Municipality for its records.

City of Mount Vernon, NY Building Department – Phase 6

May 30, 2024



Document Management Solution *Scanned Image Indexing and Processing Services*

Bruce Cadman
Senior Solutions Account Executive
Mobile: 518-441-6496
bcadman@icc-cds.com

DOCUMENT CONVERSION / PROJECT DELIVERABLES / INVESTMENT DETAIL

DOCUMENT CONVERSION PROJECT

Reference is made to the Document Scanning Proposal between eBizDocs and the **City of Mount Vernon, NY**.

PROJECT DELIVERABLES

The following deliverables are included in your project pricing.

- The document conversion services associated with the project will be performed by eBizDocs,
- Upon completion of the scanning portion of the project by eBizDocs, eBizDocs will upload the image files to ICC-CDS, LLC.
- Once received from eBizDocs, ICC-CDS, LLC will process the images into Laserfiche Viewer format and upload same onto Laserfiche system, if owned.
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PROJECT MANAGEMENT AND OTHER SERVICES

- Our charge includes project management and assumes that all the documents contained in this project will be imaged and provided by eBizDocs to ICC-CDS, LLC.
- Project Management will include job setup, creation of file structures and databases (as applicable) and Laserfiche Viewer containing images and data on removable media.
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- Schedule the placement of the documents into your Laserfiche repository by contacting our Laserfiche Helpdesk at - LFSupport@icc-cds.com

INVESTMENT DETAIL

City of Mount Vernon, NY				
	Est. of Images	Est. of Documents	Unit Price	Extended Price
Document Keying/Indexing on selected documents for population of template fields, creation of document naming and folder structure.		-		\$ -
Data Processing/Upload services on all records into Laserfiche, including applying templates and indexing to images, file naming and folder structure creation.	76,000			\$ 19,300.00
Delivery Fee per delivery for processing, copying, delivery and upload of backfile documents.		1	\$ 300.00	\$ 300.00
Project Management and other related services including job setup, creation of file structures and database (as applicable) and Laserfiche viewer containing images and data on removable media.				<i>Included in per-image price</i>
Total Indexing, Processing/Upload Pricing:				\$ 19,600.00

Our price is based upon the information set forth above and is valid for six months.

Document Indexing/Processing Specifications		
Document Type / Description	Est. of images	Est. of Documents
Building Department	76,000	2,238
Folders	SBL (on folder tab)	
Index Field(s)/Keying - Rolled/Loose Plans	SBL (on front of plan)	
Index Field(s)/Keying - Graveyard Plans	Box, Map1, Map2, etc.	
Who is Keying/Indexing	eBizDocs	
Document Naming Convention	TBD based on available index fields	
Document Organization (Folders)	TBD based on available index fields	
Comments / Special Instructions	Tag & Match file may be provided to apply additional index fields	

AUTHORIZATION & AGREEMENT

The City of Mount Vernon, hereby agrees to the procedures outlined above, to ICC-CDS, LLC's Document Management Solution Terms & Conditions which are available at [ICC-CDS terms & conditions](#) and are incorporated herein by reference as they apply to this proposal, and authorizes ICC-CDS, LLC to proceed with the project.

Payment Schedule:

ICC-CDS, LLC will invoice for processing services upon shipment of each batch of the scanned documents.

Performance Schedule:

The project will be completed within 90 days of ICC-CDS, LLC's receipt from eBizDocs of all materials necessary to complete the project.

(Client please fill out) Invoice for this Project to be sent to:

Department: _____ Contact Name: _____

CITY OF MOUNT VERNON, NY

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

ICC-CDS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

In order to authorize the project:

1. Sign the Proposal
 2. Fax or email the Authorization & Agreement Section only to: sales@icc-cds.com • fax (585) 328-8189
 3. Mail the signed Proposal to ICC-CDS, LLC at: 781 Elmgrove Road • Rochester, NY 14624
- Upon request, ICC-CDS, LLC can mail a signed copy of this agreement back to the Municipality for its records.



Document Scanning Proposal
for
City of Mount Vernon, NY
Building Department - Phase 1

May 24, 2024

Submitted By:
Nick DeBenedetto
Business Development Manager - eBizDocs, Inc.
(518) 456-1011 | ndebenedetto@ebizdocs.com

Statement of Services

Scope of Work

1.0 OBJECTIVE

The objective of this proposal is to provide preparation and scanning of the following files for the City of Mount Vernon:

- Building Department

The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work.

EBizDocs, Inc. (EBIZ) will work closely with the designated representatives from the City of Mount Vernon throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

2.0 SUMMARY OF CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Conversion Services
- Transmission of Images
- Post Scan Indexing
- Delivery and File Back-up
- Facility, Production and QC Overview
- Pricing Schedules

3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following EBIZ individuals, who will be responsible for completion of production activities.

- | | |
|---------------------------------------------|------------------------------|
| 1. Kara Heniges
(518) 456-1011 ext. 1020 | Project Manager |
| 2. Ken Major
(518) 456-1011 ext. 1019 | Network Systems Analyst |
| 3. Nick DeBenedetto
(518) 495-8655 | Business Development Manager |

4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

The City of Mount Vernon will box all records for pick-up by driver and delivery to EBIZ's production facility in Menands. Shipment dates, schedules and volume of boxes to be determined.

Based upon the supplied image volumes, EBIZ anticipates the production time on a typical pick-up to be 120 to 180 days from the date of pick-up.

5.0 DOCUMENT PREPARATION

Document preparation will be needed to remove staples, paperclips, sticky notes and documents from the paper prior to scanning and will be completed by EBIZ.

- Some maps are fragile, damaged and may require further prep and/or repair and will be charged according to the severely damaged price point.
- Items will not be placed back into folders/subfolders but kept in the scan batch format after scanning.
- Any documents with mold will not be scanned.

6.0 CONVERSION SERVICES

- All documents, both small and large, will be scanned on state-of-the-art high-speed scanners and large format scanners to multi page 300 DPI, black & white, TIFF files
- Grand total number of building folders is 11,400 (as per Bldg. Dept, Mt. Vernon)
- Number of large per folder is 15 (as per Bldg. Dept, Mt. Vernon)
- Residential and Commercial folders do not need to be listed separately, combine them (as per Bldg. Dept, Mt. Vernon)
- Do not scan folders
- There is no color required on small format (up to 11x17) or large (over 11x17) documents
- EBIZ will scan files in the order received
- All contents of folder will be captured
- Blueprints only (large format blueprints), must have both front and back captured, all other plans will have fronts scanned only, regardless of writing/notes on back
- Maps/Plans from “Graveyard” are extremely damaged, fragile, many are dirty, and some contain mold. Dirt will be removed from plans prior to scanning.
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EBIZ is not able to improve the quality of a poor original. If poor quality originals are found, a “Best Image Available” document may be scanned prior to the original imaged document.

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Indexing will be completed according to the criteria listed below:

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 - SBL: Located on folder tab of folder/ front of plan for loose & rolled plans
 - Indexing information for Section, Block and Lot will be taken from readable Barcodes on file folders. A tag and match file may be provided to apply additional index fields.
- Graveyard plans: index by box, then map1, map2, etc.

EBIZ will provide a POC of the images and directory formats for approval by the City of Mount Vernon prior to entering into production.

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EBIZ will send the images SFTP to their preferred platform and all records will be returned to the City of Mount Vernon. EBIZ will securely transmit images to the required location.

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While the Records are at EBIZ during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives from the City of Mount Vernon can be made and delivered via email. Retrievals will be returned within a maximum of 72 hours from the receipt of the request. The cost is \$19.00 for each retrieval.

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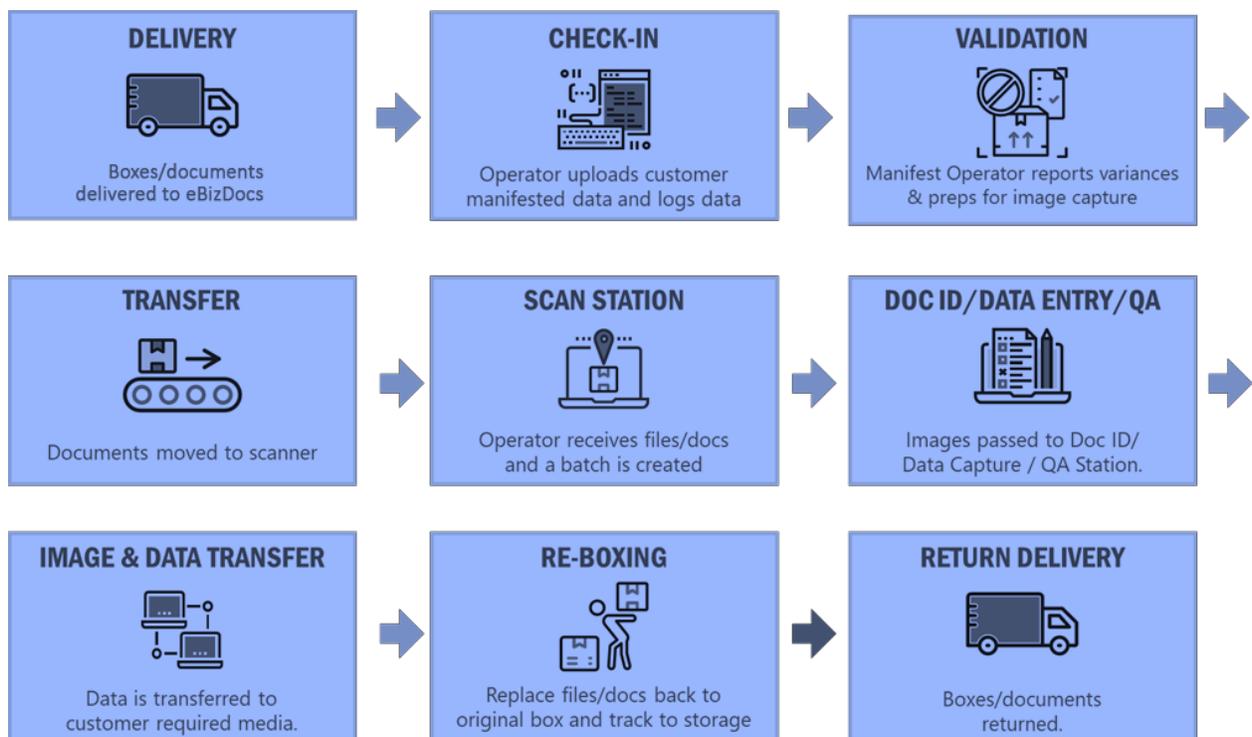
9.0 SERVICE LEVEL AND RETENTION

Documents will be returned to the City of Mount Vernon once scanning is complete.

Production Planning and Process Control Activities

The Production phase commences with the transfer of project knowledge from Ramp up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

Document Preparation - Paper Audit (If warranted)

- EBIZ will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

Scanning – Attended Mode QC

- Scan in “Attended Mode” to assure that the best quality image is rendered
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- EBIZ utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
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- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

Post Scan Automated QC

- QC steps are looking for a corrupt image, large image file size, etc.
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Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

**Project Pricing Detail
City of Mount Vernon, Building Department
Phase 1**

Mt Vernon									
Building Department - Phase 1									
DESCRIPTION	Property		<= 8.5 X14	Over 85.X14	Small Per	Plans per	Per Keystroke	Per Round	Estimated
	Boxes	Folders	Images	to E Size Images	Image Cost	Image Cost	Cost	Trip	Cost
Residential and Commercial Folders	92	1,900	76,000	28,500	\$0.135	\$2.49			\$ 81,225.00
Loose Plans	3	188		2,817		\$2.49			\$ 7,014.33
Graveyard (severely damaged plans)	5	150		2,293		\$3.65			\$ 8,369.45
Indexing		2,238					0.015		\$ 335.70
Transportation (round trip)								\$360	\$ 720.00
Totals	100	2,238	76,000	33,610					\$ 97,664.48

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

EBIZ expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Invoices are due and payable thirty (30) days upon receipt. CUSTOMER shall be billed for and shall be responsible for paying all federal, state, county, local or other excise, sales or use taxes in connection with the provision of the Services as outlined in the SOW.

If CUSTOMER disagrees with an invoice, CUSTOMER shall timely pay that portion of the invoiced amount not in dispute and, within five (5) days of the due date, deliver written notice to EBIZ, specifying the basis of CUSTOMER's dispute. If, within ten (10) days of CUSTOMER's written notice, the parties cannot agree, EBIZ and CUSTOMER shall have the right to resort to any legal or equitable remedies available to them under law in order to finally resolve the dispute.

The parties agree that each party's liability in connection with or arising out of or pursuant to this agreement shall in no event exceed the amount of the charges hereunder for the respective services rendered. EBIZ makes no warranties regarding services or materials provided by it or by others (including, without limitation, implied warranties as to merchantability, fitness for a particular purpose, or warranties against infringement of any patent), either expressed or implied, except as provided herein, neither party shall be liable for any special, indirect, incidental or consequential damages in connection with or arising out of the furnishing, performance, or use of services and supplies hereunder, and shall have no other responsibility or liability with respect to any services or supplies provided hereunder except as is specifically set forth in this agreement.



Document Scanning Proposal
for
City of Mount Vernon, NY
Building Department - Phase 4

May 28, 2024

Submitted By:
Nick DeBenedetto
Business Development Manager - eBizDocs, Inc.
(518) 456-1011 | ndebenedetto@ebizdocs.com

Statement of Services

Scope of Work

1.0 OBJECTIVE

The objective of this proposal is to provide preparation and scanning of the following files for the City of Mount Vernon:

- Building Department

The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work.

EBizDocs, Inc. (EBIZ) will work closely with the designated representatives from the City of Mount Vernon throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

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The following sections are included in this SOW:

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| 2. Ken Major
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4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

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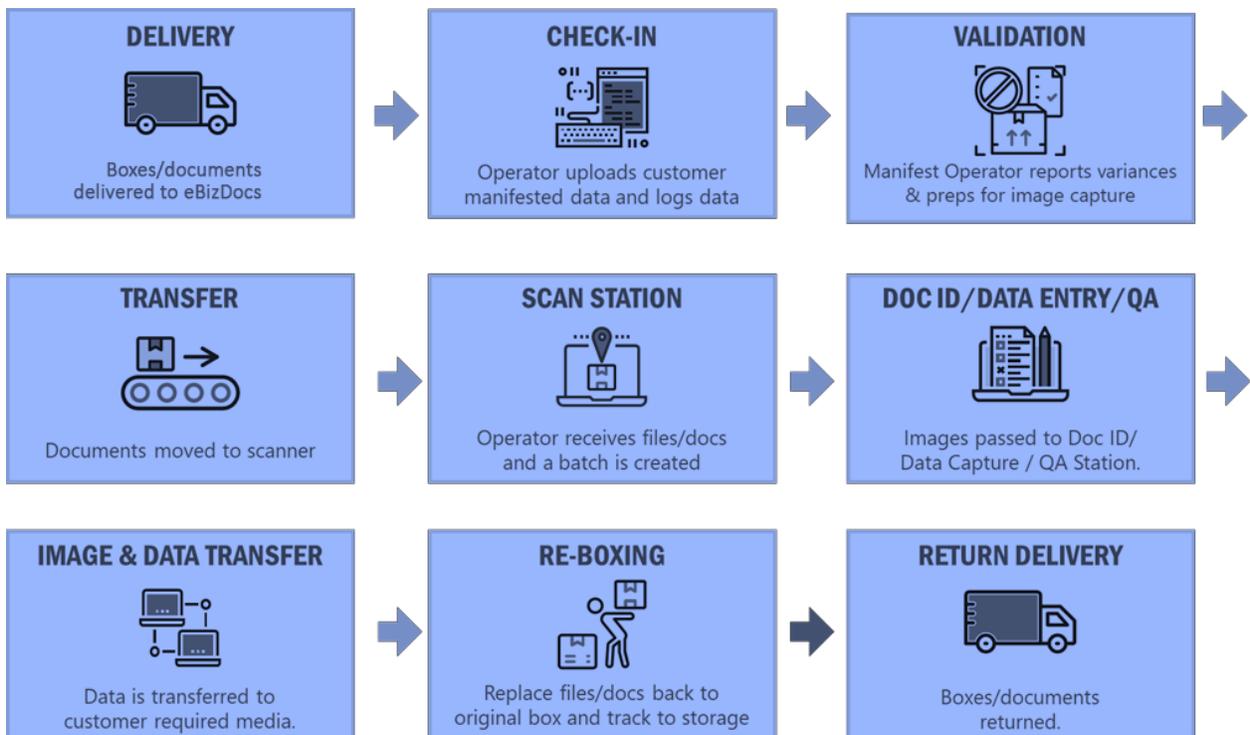
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Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

**Project Pricing Detail
City of Mount Vernon, Building Department
Phase 4**

Mt Vernon

Building Department

DESCRIPTION	Boxes	Property Folders	<= 8.5 X14 Images	Over 8.5 X14 to E Size Images	Small Per Image Cost	Plans per Image Cost	Per Keystroke Cost	Per Round Trip	Estimated Cost
Residential and Commercial Folders	92	1,900	76,000	28,500	\$0.135	\$2.49			\$ 81,225.00
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CORPORATE OFFICES:

11 Columbia Circle Drive, Albany, NY 12203
Phone: (518) 463-9706 Fax: (518) 463-9708

Wednesday, July 10, 2024

Patrick G. Holder
Commissioner of Buildings
City of Mount Vernon
1 Roosevelt Square N # 1
Mt Vernon, NY 10550

Re: Mount Vernon Building Department Phases 1-6

Dear Mr. Holder,

This letter is to notify you that New York State Industries for the Disabled, Inc. is interested in providing the above referenced service as a preferred source. This action is taken under authority of Article XI, Section 162 of State Finance Law.

Based on your project requirements, attached for your review is our imaging proposal with pricing from EbizDocs.

The NYSID Member Agency we are planning to utilize for this contract is Ebizdocs/ RSS and ARC of Rensselaer County.

If you have any questions regarding this information or about preferred source, please do not hesitate to give me a call at (518) 694-0219.

Sincerely,

Bob Braun
NYSID Technical Projects Manager



Document Scanning Proposal
for
City of Mount Vernon, NY
Building Department - Phase 2

May 28, 2024

Submitted By:
Nick DeBenedetto
Business Development Manager - eBizDocs, Inc.
(518) 456-1011 | ndebenedetto@ebizdocs.com

Statement of Services

Scope of Work

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The objective of this proposal is to provide preparation and scanning of the following files for the City of Mount Vernon:

- Building Department

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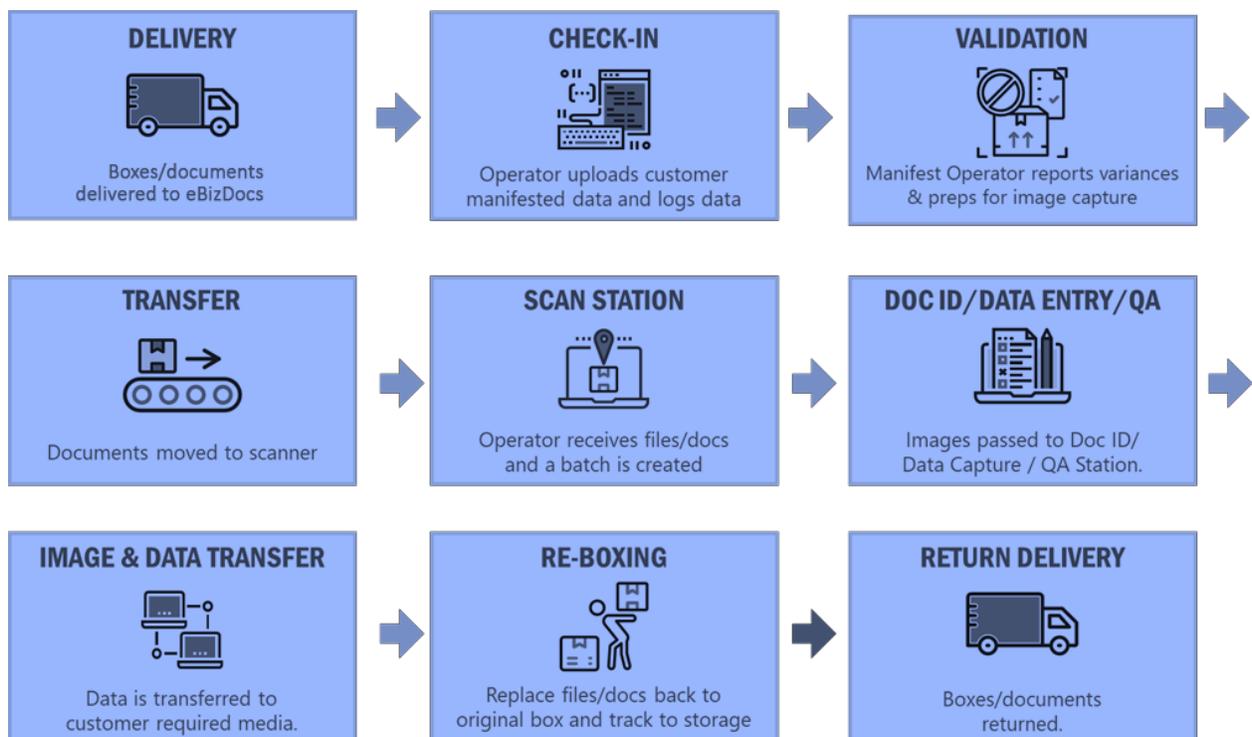
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The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

Document Preparation - Paper Audit (If warranted)

- EBIZ will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

Scanning – Attended Mode QC

- Scan in “Attended Mode” to assure that the best quality image is rendered
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- EBIZ utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
- EBIZ utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

Post Scan Automated QC

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition, other steps are typically introduced which may include:
- Manually review blank backs and delete.

Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

**Project Pricing Detail
City of Mount Vernon, Building Department
Phase 2**

Mt Vernon

Building Department

DESCRIPTION	Boxes	Property Folders	<= 8.5 X14 Images	Over 8.5 X14 to E Size Images	Small Per Image Cost	Plans per Image Cost	Per Keystroke Cost	Per Round Trip	Estimated Cost
Residential and Commercial Folders	92	1,900	76,000	28,500	\$0.135	\$2.49			\$ 81,225.00
Loose Plans	3	188		2,817		\$2.49			\$ 7,014.33
Graveyard (severely damaged plans)	5	150		2,293		\$3.65			\$ 8,369.45
Indexing		2,238					0.015		\$ 335.70
Transportation (round trip)								\$360	\$ 720.00
Totals	100	2,238	76,000	33,610					\$ 97,664.48

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

EBIZ expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Invoices are due and payable thirty (30) days upon receipt. CUSTOMER shall be billed for and shall be responsible for paying all federal, state, county, local or other excise, sales or use taxes in connection with the provision of the Services as outlined in the SOW.

If CUSTOMER disagrees with an invoice, CUSTOMER shall timely pay that portion of the invoiced amount not in dispute and, within five (5) days of the due date, deliver written notice to EBIZ, specifying the basis of CUSTOMER's dispute. If, within ten (10) days of CUSTOMER's written notice, the parties cannot agree, EBIZ and CUSTOMER shall have the right to resort to any legal or equitable remedies available to them under law in order to finally resolve the dispute.

The parties agree that each party's liability in connection with or arising out of or pursuant to this agreement shall in no event exceed the amount of the charges hereunder for the respective services rendered. EBIZ makes no warranties regarding services or materials provided by it or by others (including, without limitation, implied warranties as to merchantability, fitness for a particular purpose, or warranties against infringement of any patent), either expressed or implied, except as provided herein, neither party shall be liable for any special, indirect, incidental or consequential damages in connection with or arising out of the furnishing, performance, or use of services and supplies hereunder, and shall have no other responsibility or liability with respect to any services or supplies provided hereunder except as is specifically set forth in this agreement.



Document Scanning Proposal
for
City of Mount Vernon, NY
Building Department - Phase 5

May 28, 2024

Submitted By:
Nick DeBenedetto
Business Development Manager - eBizDocs, Inc.
(518) 456-1011 | ndebenedetto@ebizdocs.com

Statement of Services

Scope of Work

1.0 OBJECTIVE

The objective of this proposal is to provide preparation and scanning of the following files for the City of Mount Vernon:

- Building Department

The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work.

EBizDocs, Inc. (EBIZ) will work closely with the designated representatives from the City of Mount Vernon throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

2.0 SUMMARY OF CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Conversion Services
- Transmission of Images
- Post Scan Indexing
- Delivery and File Back-up
- Facility, Production and QC Overview
- Pricing Schedules

3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following EBIZ individuals, who will be responsible for completion of production activities.

- | | |
|---------------------------------------------|------------------------------|
| 1. Kara Heniges
(518) 456-1011 ext. 1020 | Project Manager |
| 2. Ken Major
(518) 456-1011 ext. 1019 | Network Systems Analyst |
| 3. Nick DeBenedetto
(518) 495-8655 | Business Development Manager |

4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

The City of Mount Vernon will box all records for pick-up by driver and delivery to EBIZ's production facility in Menands. Shipment dates, schedules and volume of boxes to be determined.

Based upon the supplied image volumes, EBIZ anticipates the production time on a typical pick-up to be 120 to 180 days from the date of pick-up.

5.0 DOCUMENT PREPARATION

Document preparation will be needed to remove staples, paperclips, sticky notes and documents from the paper prior to scanning and will be completed by EBIZ.

- Some maps are fragile, damaged and may require further prep and/or repair and will be charged according to the severely damaged price point.
- Items will not be placed back into folders/subfolders but kept in the scan batch format after scanning.
- Any documents with mold will not be scanned.

6.0 CONVERSION SERVICES

- All documents, both small and large, will be scanned on state-of-the-art high-speed scanners and large format scanners to multi page 300 DPI, black & white, TIFF files
- Grand total number of building folders is 11,400 (as per Bldg. Dept, Mt. Vernon)
- Number of large per folder is 15 (as per Bldg. Dept, Mt. Vernon)
- Residential and Commercial folders do not need to be listed separately, combine them (as per Bldg. Dept, Mt. Vernon)
- Do not scan folders
- There is no color required on small format (up to 11x17) or large (over 11x17) documents
- EBIZ will scan files in the order received
- All contents of folder will be captured
- Blueprints only (large format blueprints), must have both front and back captured, all other plans will have fronts scanned only, regardless of writing/notes on back
- Maps/Plans from “Graveyard” are extremely damaged, fragile, many are dirty, and some contain mold. Dirt will be removed from plans prior to scanning.
- EBIZ will not scan moldy documents and those with mold will be returned unscanned.

EBIZ is not able to improve the quality of a poor original. If poor quality originals are found, a “Best Image Available” document may be scanned prior to the original imaged document.

7.0 INDEXING/FILE NAMING

Indexing will be completed according to the criteria listed below:

- Residential and Commercial Folders and Rolled/Loose Plans:
 - SBL: Located on folder tab of folder/ front of plan for loose & rolled plans
 - Indexing information for Section, Block and Lot will be taken from readable Barcodes on file folders. A tag and match file may be provided to apply additional index fields.
- Graveyard plans: index by box, then map1, map2, etc.

EBIZ will provide a POC of the images and directory formats for approval by the City of Mount Vernon prior to entering into production.

7.0 TRANSMISSION OF IMAGES

EBIZ will send the images SFTP to their preferred platform and all records will be returned to the City of Mount Vernon. EBIZ will securely transmit images to the required location.

8.0 IMAGE RETRIEVALS DURING PRODUCTION

While the Records are at EBIZ during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives from the City of Mount Vernon can be made and delivered via email. Retrievals will be returned within a maximum of 72 hours from the receipt of the request. The cost is \$19.00 for each retrieval.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

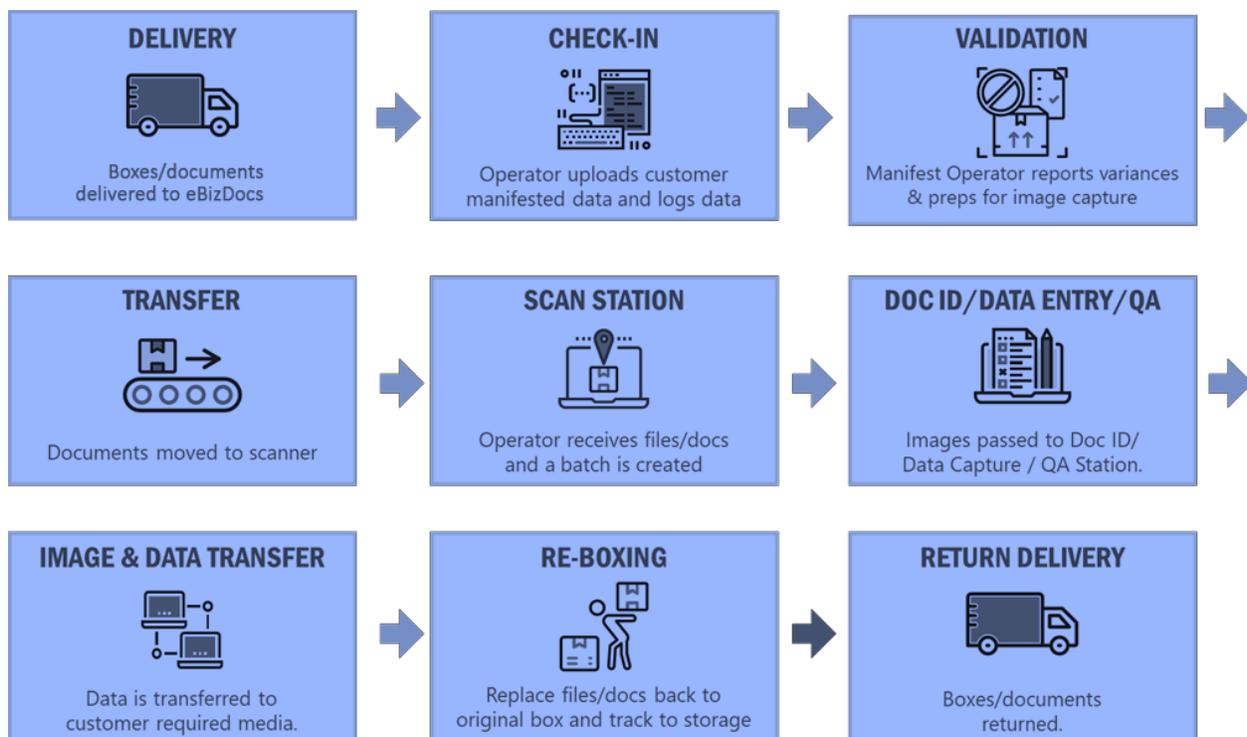
9.0 SERVICE LEVEL AND RETENTION

Documents will be returned to the City of Mount Vernon once scanning is complete.

Production Planning and Process Control Activities

The Production phase commences with the transfer of project knowledge from Ramp up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp up, software, and production planning activities.

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Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
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Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

**Project Pricing Detail
City of Mount Vernon, Building Department
Phase 5**

Mt Vernon

Building Department

DESCRIPTION	Boxes	Property Folders	<= 8.5 X14 Images	Over 8.5 X14 to E Size Images	Small Per Image Cost	Plans per Image Cost	Per Keystroke Cost	Per Round Trip	Estimated Cost
Residential and Commercial Folders	92	1,900	76,000	28,500	\$0.135	\$2.49			\$ 81,225.00
Loose Plans	3	188		2,817		\$2.49			\$ 7,014.33
Graveyard (severely damaged plans)	5	150		2,293		\$3.65			\$ 8,369.45
Indexing		2,238					0.015		\$ 335.70
Transportation (round trip)								\$360	\$ 720.00
Totals	100	2,238	76,000	33,610					\$ 97,664.48

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

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Invoices are due and payable thirty (30) days upon receipt. CUSTOMER shall be billed for and shall be responsible for paying all federal, state, county, local or other excise, sales or use taxes in connection with the provision of the Services as outlined in the SOW.

If CUSTOMER disagrees with an invoice, CUSTOMER shall timely pay that portion of the invoiced amount not in dispute and, within five (5) days of the due date, deliver written notice to EBIZ, specifying the basis of CUSTOMER's dispute. If, within ten (10) days of CUSTOMER's written notice, the parties cannot agree, EBIZ and CUSTOMER shall have the right to resort to any legal or equitable remedies available to them under law in order to finally resolve the dispute.

The parties agree that each party's liability in connection with or arising out of or pursuant to this agreement shall in no event exceed the amount of the charges hereunder for the respective services rendered. EBIZ makes no warranties regarding services or materials provided by it or by others (including, without limitation, implied warranties as to merchantability, fitness for a particular purpose, or warranties against infringement of any patent), either expressed or implied, except as provided herein, neither party shall be liable for any special, indirect, incidental or consequential damages in connection with or arising out of the furnishing, performance, or use of services and supplies hereunder, and shall have no other responsibility or liability with respect to any services or supplies provided hereunder except as is specifically set forth in this agreement.



Document Scanning Proposal
for
City of Mount Vernon, NY
Building Department - Phase 3

May 28, 2024

Submitted By:
Nick DeBenedetto
Business Development Manager - eBizDocs, Inc.
(518) 456-1011 | ndebenedetto@ebizdocs.com

Statement of Services

Scope of Work

1.0 OBJECTIVE

The objective of this proposal is to provide preparation and scanning of the following files for the City of Mount Vernon:

- Building Department

The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work.

EBizDocs, Inc. (EBIZ) will work closely with the designated representatives from the City of Mount Vernon throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

2.0 SUMMARY OF CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Conversion Services
- Transmission of Images
- Post Scan Indexing
- Delivery and File Back-up
- Facility, Production and QC Overview
- Pricing Schedules

3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following EBIZ individuals, who will be responsible for completion of production activities.

- | | |
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| 1. Kara Heniges
(518) 456-1011 ext. 1020 | Project Manager |
| 2. Ken Major
(518) 456-1011 ext. 1019 | Network Systems Analyst |
| 3. Nick DeBenedetto
(518) 495-8655 | Business Development Manager |

4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

The City of Mount Vernon will box all records for pick-up by driver and delivery to EBIZ's production facility in Menands. Shipment dates, schedules and volume of boxes to be determined.

Based upon the supplied image volumes, EBIZ anticipates the production time on a typical pick-up to be 120 to 180 days from the date of pick-up.

5.0 DOCUMENT PREPARATION

Document preparation will be needed to remove staples, paperclips, sticky notes and documents from the paper prior to scanning and will be completed by EBIZ.

- Some maps are fragile, damaged and may require further prep and/or repair and will be charged according to the severely damaged price point.
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- Any documents with mold will not be scanned.

6.0 CONVERSION SERVICES

- All documents, both small and large, will be scanned on state-of-the-art high-speed scanners and large format scanners to multi page 300 DPI, black & white, TIFF files
- Grand total number of building folders is 11,400 (as per Bldg. Dept, Mt. Vernon)
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- Do not scan folders
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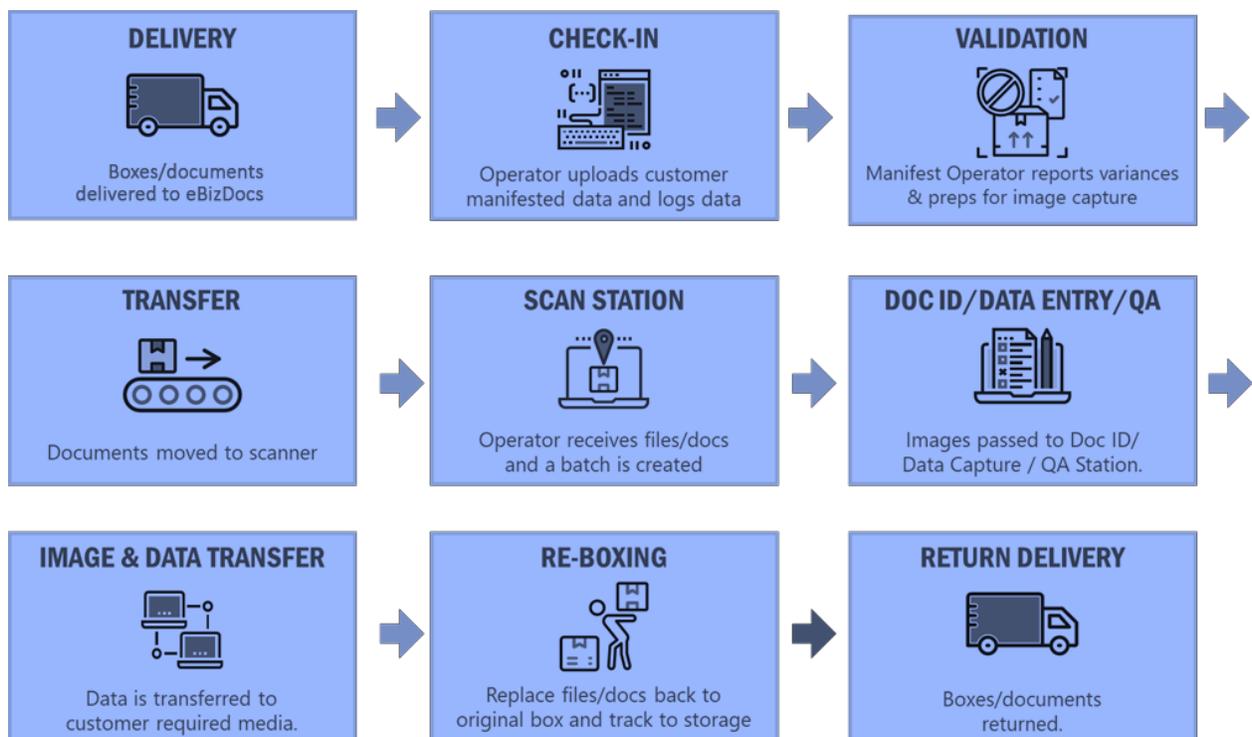
9.0 SERVICE LEVEL AND RETENTION

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Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

**Project Pricing Detail
City of Mount Vernon, Building Department
Phase 3**

Mt Vernon

Building Department

DESCRIPTION	Boxes	Property Folders	<= 8.5 X14 Images	Over 8.5 X14 to E Size Images	Small Per Image Cost	Plans per Image Cost	Per Keystroke Cost	Per Round Trip	Estimated Cost
Residential and Commercial Folders	92	1,900	76,000	28,500	\$0.135	\$2.49			\$ 81,225.00
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Document Scanning Proposal
for
City of Mount Vernon, NY
Building Department - Phase 1

May 24, 2024

Submitted By:
Nick DeBenedetto
Business Development Manager - eBizDocs, Inc.
(518) 456-1011 | ndebenedetto@ebizdocs.com

Statement of Services

Scope of Work

1.0 OBJECTIVE

The objective of this proposal is to provide preparation and scanning of the following files for the City of Mount Vernon:

- Building Department

The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work.

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EBIZ will provide a POC of the images and directory formats for approval by the City of Mount Vernon prior to entering into production.

7.0 TRANSMISSION OF IMAGES

EBIZ will send the images SFTP to their preferred platform and all records will be returned to the City of Mount Vernon. EBIZ will securely transmit images to the required location.

8.0 IMAGE RETRIEVALS DURING PRODUCTION

While the Records are at EBIZ during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives from the City of Mount Vernon can be made and delivered via email. Retrievals will be returned within a maximum of 72 hours from the receipt of the request. The cost is \$19.00 for each retrieval.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

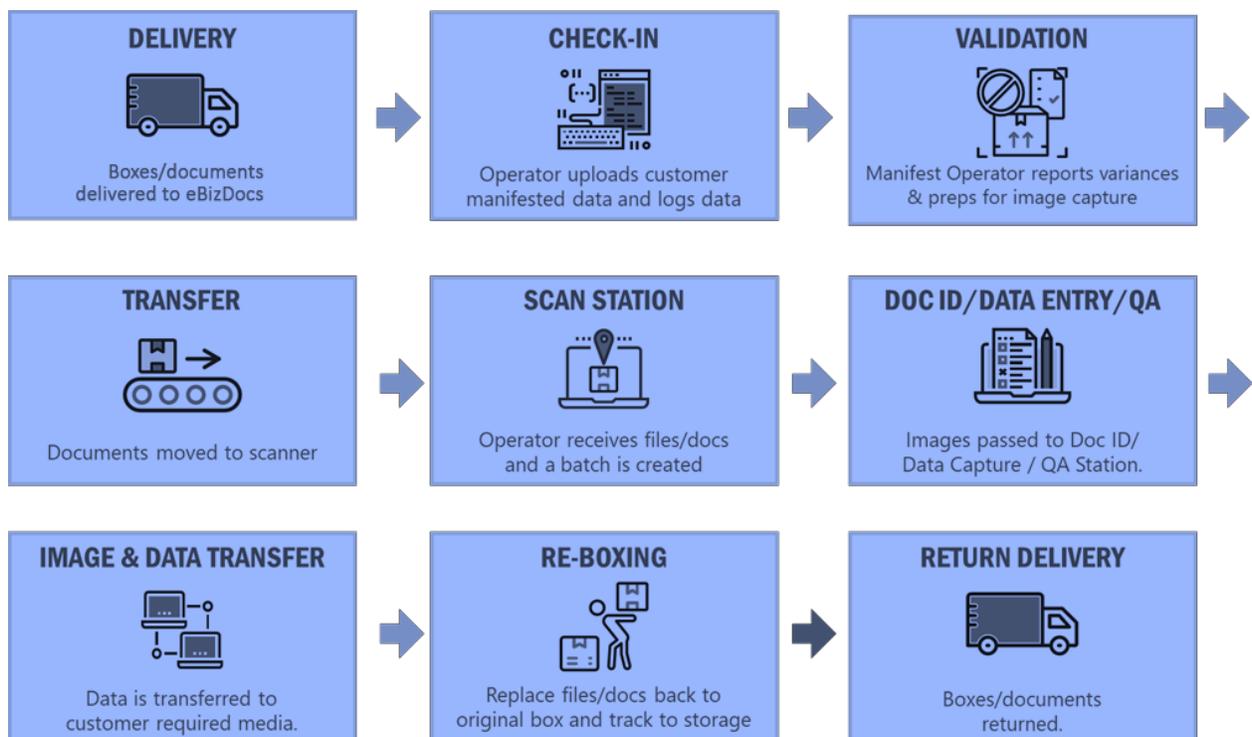
9.0 SERVICE LEVEL AND RETENTION

Documents will be returned to the City of Mount Vernon once scanning is complete.

Production Planning and Process Control Activities

The Production phase commences with the transfer of project knowledge from Ramp up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

Document Preparation - Paper Audit (If warranted)

- EBIZ will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

Scanning – Attended Mode QC

- Scan in “Attended Mode” to assure that the best quality image is rendered
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- EBIZ utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
- EBIZ utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

Post Scan Automated QC

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition, other steps are typically introduced which may include:
- Manually review blank backs and delete.

Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

Workflow QC

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

**Project Pricing Detail
City of Mount Vernon, Building Department
Phase 1**

Mt Vernon									
Building Department - Phase 1									
DESCRIPTION	Property		<= 8.5 X14	Over 85.X14	Small Per	Plans per	Per Keystroke	Per Round	Estimated
	Boxes	Folders	Images	to E Size Images	Image Cost	Image Cost	Cost	Trip	Cost
Residential and Commercial Folders	92	1,900	76,000	28,500	\$0.135	\$2.49			\$ 81,225.00
Loose Plans	3	188		2,817		\$2.49			\$ 7,014.33
Graveyard (severely damaged plans)	5	150		2,293		\$3.65			\$ 8,369.45
Indexing		2,238					0.015		\$ 335.70
Transportation (round trip)								\$360	\$ 720.00
Totals	100	2,238	76,000	33,610					\$ 97,664.48

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

EBIZ expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Invoices are due and payable thirty (30) days upon receipt. CUSTOMER shall be billed for and shall be responsible for paying all federal, state, county, local or other excise, sales or use taxes in connection with the provision of the Services as outlined in the SOW.

If CUSTOMER disagrees with an invoice, CUSTOMER shall timely pay that portion of the invoiced amount not in dispute and, within five (5) days of the due date, deliver written notice to EBIZ, specifying the basis of CUSTOMER's dispute. If, within ten (10) days of CUSTOMER's written notice, the parties cannot agree, EBIZ and CUSTOMER shall have the right to resort to any legal or equitable remedies available to them under law in order to finally resolve the dispute.

The parties agree that each party's liability in connection with or arising out of or pursuant to this agreement shall in no event exceed the amount of the charges hereunder for the respective services rendered. EBIZ makes no warranties regarding services or materials provided by it or by others (including, without limitation, implied warranties as to merchantability, fitness for a particular purpose, or warranties against infringement of any patent), either expressed or implied, except as provided herein, neither party shall be liable for any special, indirect, incidental or consequential damages in connection with or arising out of the furnishing, performance, or use of services and supplies hereunder, and shall have no other responsibility or liability with respect to any services or supplies provided hereunder except as is specifically set forth in this agreement.



May 24, 2024

Patrick G. Holder, Commissioner of Buildings
City of Mount Vernon Department of Buildings
1 Roosevelt Square N
Mount Vernon, NY 10550

Dear Patrick:

Please accept this letter as confirmation that ICC Community Development Solutions (ICC CDS) is the Laserfiche Value-Added Reseller (VAR) of record for the City of Mount Vernon's Laserfiche system.

Pursuant to the above, ICC CDS is the only entity that can perform authorized services, maintenance and ordering of product extensions (additional user licenses, modules, uploading scanned images etc.) from Laserfiche for said system and is positioned as the sole source provider for the City's Laserfiche ECM software and support needs.

We look forward to continuing our relationship with the City of Mount Vernon on its current and future ECM endeavors.

Please let me know if there is anything else you require.

Sincerely,

A handwritten signature in black ink, appearing to read "D. S. Foster". The signature is fluid and cursive.

Daniel S. Foster
General Manager



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -723

Agenda Date: 7/8/2024

Agenda #: 13.

Board of Estimate & Contract (July 16, 2024)

RESOLVED, that an ordinance adopted by the City Council on June 26, 2024, and signed by the Mayor on June 27, 2024, authorizing the Department of Buildings to Contract with LaBella Associates, D.P.C., for Fire Safety and Property Maintenance Inspections, and the same is hereby approved.

Board of Estimate & Contract: (Special)

AN ORDINANCE TO AUTHORIZE THE DEPARTMENT OF BUILDINGS TO CONTRACT WITH LABELLA ASSOCIATES, D.P.C. FOR FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

Whereas, by letter dated February 8, 2024, the Commissioner for the Department of Buildings has requested legislation authorizing Department of Buildings to contract with LaBella Associates, D.P.C., to perform fire safety and property maintenance inspections of Multiple Dwellings and Non-Residential occupancies as required by the Department of State; and

Whereas, the City of Mount Vernon is in the process of adopting the Department of State recommendations based upon a recent audit requested by the City; and

Whereas, the Department of State, in a letter dated April 15, 2024, has required the City of Mount Vernon to begin performing fire safety and property maintenance inspections of buildings on the Inspection List, including Public Assembly, Multiple Dwelling, and Non-Residential occupancies; and

Whereas, the Department of Buildings and the Fire Department have already commenced inspections of public assembly spaces, but the Department of Buildings lacks the resources to include Multiple Dwelling and Non-Residential occupancies; and

Whereas, the City is under a 120-day observation period to demonstrate measurable progress towards addressing this issue and other deficiencies; and

Whereas, the City seeks to timely engage a third-party consultant to assist with the required inspections to meet the state-imposed deadlines; and

Whereas, Section 6C of the Procurement Policy for the City of Mount Vernon allows for exceptions to the standard Request for Proposal (RFP) process for professional services when it is not practicable; and

Whereas, LaBella Associates, D.P.C. is currently under contract with the City for Plan Examination consultant services as a result of an RFP process conducted in February 2023, and has the experience, resources, and bandwidth to address this immediate need; and

Whereas, the City plans to provide written documentation outlining the procurement process, evaluation methods used, and the basis for awarding the contract, as required by Section 6D of the Procurement Policy; **Now, Therefore, Be It Resolved That**

The City of Mount Vernon, in City Council convened, does hereby ordain, and enact:

Section 1. Purpose. This ordinance authorizes the Department of Buildings to contract with LaBella Associates, D.P.C., to perform fire safety and property maintenance inspections of Multiple Dwellings and Non-Residential occupancies as required by the Department of State.

Section 2. Definitions. For the purposes of this ordinance, the following terms shall have the meanings indicated:

1. **“Department of Buildings”**: The City of Mount Vernon Department is responsible for building inspections, code enforcement, and related activities.

2. **“LaBella Associates, D.P.C.”**: The consulting firm currently contracted with the City for Plan Examination services is now to be engaged for fire safety and property maintenance inspections.

3. **“Inspection List”**: The list of buildings requiring inspections, including Public Assembly, Multiple Dwelling, and Non-Residential occupancies, as outlined by the Department of State.

4. **“RFP”**: Request for Proposal, a standard procurement process for obtaining professional services.

5. **“Procurement Policy”**: The policy governing procurement processes and exceptions for the City of Mount Vernon.

Section 3. Authorization to Contract. The Department of Buildings is hereby authorized to contract with LaBella Associates, D.P.C. to perform fire safety and property maintenance inspections of Multiple Dwelling and Non-Residential occupancies. This authorization is granted due to the urgent need to comply with the Department of State's requirements and the impracticality of undergoing a new RFP process under the current time constraints.

Section 4. Documentation. The Department of Buildings shall provide written documentation outlining the procurement process, evaluation methods used, and the basis for awarding the contract to LaBella Associates, D.P.C., in compliance with Section 6D of the Procurement Policy.

Section 5. Term of Contract. The contract with LaBella Associates, D.P.C. shall be

effective immediately upon execution and shall continue until December 31, 2024. This term will allow sufficient time for the City to conduct a new RFP process for services in 2025 if deemed necessary.

Section 6. Effective Date. This ordinance shall take effect immediately upon its passage and approval by the City Council.



CITY OF MOUNT VERNON, N.Y.
OFFICE OF THE COMPTROLLER

Memorandum

To: Patrick Holder, Commissioner of Buildings

From: Darren M. Morton, Ed.D., CPRP, CMFO

Date: July 15, 2024

Re: Proposed Labella Contract

Thank you for your email, dated Friday, July 12, 2024, regarding the abovementioned subject, and your detailed explanation for requesting approval to waive the requirement for a Request for Proposal. I fully understand the dilemma which the Building Department faces and the need for immediate action. My responsibility and objective as the Comptroller and Chief Financial Officer is to ensure financial efficiency, compliance and the best use of the taxpayers funds.

Notwithstanding the urgency of the need to conduct inspections of public assembly and multi-dwelling parcels, the City faces severe financial challenges with limited financial resources. Any deviation from the adopted procurement policy warrants specific inquiry, research, and dialogue. Therefore, my inquiry was deliberate to ascertain if the issuance of an extension to the existing Labella contract was prudent and the most appropriate path forward. Based on the information provided in your email, there is a clear dearth in capacity, including qualifications within the current Building Department staffing, to complete these inspection requirements in a timely manner. While I am inclined to support the temporary acquisition of services from Labella, I remain concerned about the permanent resolve to ensure the City has the capacity to perform these inspections, and other building code requirements, as required by law; in addition to the overall operation of the Building Department to improve services and maintain fiscal responsibility.

For the reasons delineated in your email, I am prepared cautiously support your recommendation with the understanding that the City/Building Department will:

- Extend the contract with Labella as an immediate and interim measure to expire in September 2024
- Issue a RFP to contract a third-party consultant to perform these inspections going forward and on a more permanent basis in the future, and to maintain a schedule to ensure the City is performing these inspections as dictated by law.
- Provide a cost benefit analysis to support the third-party consultant verses hiring additional staff.
- Set reasonable revenue targets for these and other building department services to balance the general fund budget.

If there are any further questions or concerns, I will contact you or present them at the Board of Estimates and Contracts meeting.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -741

Agenda Date: 7/16/2024

Agenda #: 14.

Whereas, on May 21, 2024, GRIFFITH, SCOTT filed a Notice of Claim seeking the sum of \$100.00 against the City of Mount Vernon for property damage allegedly caused to the claimant's vehicle due to a pothole in the roadway that left the tire flattened and rim to tire bent on March 14, 2024; and

Whereas, by letter dated July 10, 2024, the Corporation Counsel hereby recommends that the Board of Estimate & Contract approve the settlement of the aforesaid claim for \$100.00; **Now, Therefore, be it**

Resolved, that the aforesaid claim of GRIFFITH, SCOTT, be settled for the sum of \$100.00 and that said settlement be and the same hereby is approved; and be it further

Resolved, that said sum be paid out of Budget Code A1910.469 (Insurance - Claims), 2024 Budget.

SHAWYN PATTERSON-HOWARD
MAYOR



DEPUTY CORPORATION COUNSEL
JOHAN S. POWELL

BRIAN G. JOHNSON
CORPORATION COUNSEL

CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF LAW
CITY HALL

SECOND DEPUTY CORPORATION
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ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

CONFIDENTIAL

July 10, 2024

(Through Office of the Mayor)

Honorable Board of Estimate and Contract
City Hall
Mount Vernon, New York

Re: **Settlement of Claim for Property Damage**
GRIFFITH, SCOTT v. City of Mount Vernon
Settlement Amount: \$100.00

Honorable Members:

Pursuant to Section 152 of the City Charter, the undersigned respectfully requests the approval of this Honorable Board to settle the above-captioned matter against the City of Mount Vernon for the total sum of \$100.00.

This office has evaluated the facts and circumstances of this matter and believes that it is in the best interest of the City to settle for the above amount.

If your Honorable Body agrees, a Resolution approving the settlement of this claim should be adopted.

Respectfully Submitted,

Brian G. Johnson
Corporation Counsel

Cc: Mayor
Comptroller
Law Department



SHAWYN PATTERSON-HOWARD
MAYOR

DEPUTY CORPORATION
COUNSEL
JOHAN S. POWELL

BRIAN G. JOHNSON
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SECOND DEPUTY
CORPORATION COUNSEL
CHRISTINE C. LOMBERT

ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

Memorandum

PRIVILEGED & CONFIDENTIAL

July 10, 2024

To: Mayor Shawyn Patterson-Howard
Office of the Mayor

From:  Brian G. Johnson
Corporation Counsel

Re: **GRIFFITH, SCOTT v. City of Mount Vernon**
Date of Loss: March 14, 2024
Notice of Claim filed: March 21, 2024
Amount of Claim: \$100.00
Settlement Amount: \$100.00

Nature of Claim: Property damage to claimant's car tire due to pothole in roadway.

Reasons for Settlement: Claimant alleges damage to the front left tire (flattened) and rim to tire was bent after striking a pothole on Sanford Blvd. near Stop and Shop.

Liability in this matter is questionable. However, we believe it would be in the best interests of the city to settle this matter for the relatively small amount of \$100.00 to avoid any further expenditure of time and energy in this matter.

Department of Public Works maintenance personnel made the necessary repairs.

Therefore, we respectfully request your Honorable approval in disposing of this matter for

the total sum of \$100.00.

cc: Mayor
Comptroller
Board of Estimate & Contract



City of Mount Vernon, New York

Staff Report

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File #: TMP -737

Agenda Date: 7/16/2024

Agenda #: 15.



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
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CHRISTINE C. LOMBERT

ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

CONFIDENTIAL

July 9, 2024

(Through Office of the Mayor)

Honorable Board of Estimate and Contract
City Hall
Mount Vernon, New York

Re: **Settlement of Claim for Property Damage**
JONES, ELVIN v. City of Mount Vernon
Settlement Amount: \$200.00

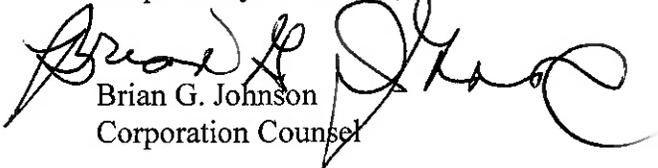
Honorable Members:

Pursuant to Section 152 of the City Charter, the undersigned respectfully requests the approval of this Honorable Board to settle the above-captioned matter against the City of Mount Vernon for the total sum of \$200.00.

This office has evaluated the facts and circumstances of this matter and believes that it is in the best interest of the City to settle for the above amount.

If your Honorable Body agrees, a Resolution approving the settlement of this claim should be adopted.

Respectfully Submitted,


Brian G. Johnson
Corporation Counsel

Cc: Mayor
Comptroller
Law Department



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

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CHRISTINE C. LOMBERT

ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

Memorandum

PRIVILEGED & CONFIDENTIAL

May 20, 2024

To: Mayor Shawyn Patterson-Howard
Office of the Mayor

From: Brian G. Johnson
Corporation Counsel

Re: **JONES, ELVIN v. City of Mount Vernon**
Date of Loss: April 12, 2023
Notice of Claim filed: May 5, 2023
Amount of Claim: \$1,721.79
Settlement Amount: \$200.00

Nature of Claim: Property damage to claimant's 2019 Mercedes Benz due to an alleged pothole in roadway in front of 602 South 5th Avenue. Claimant alleges two (2) passenger side flat tires, front passenger side bent rim and damages to the wheel alignment.

Reasons for Settlement: Claimant submitted an invoice from Mercedes-Benz of New Rochelle for the total sum of \$1,721.79. However, a review of the Mercedes-Benz invoice reveals additional service performed on his vehicle that had nothing to do with the alleged occurrence, i.e., oil change, filter replacements, brake fluid flush, etc., totaling \$755.17.

The Department of Public Works inspection did not reveal any noteworthy

defects at the subject location, nor any prior complaints.

Nevertheless, after long-drawn-out discussions with the claimant who appeared in the Law Department and contacted this office on numerous occasions, the claimant agreed to settle this matter for the total sum of \$200.00, the cost of the wheel alignment.

We request your Honorable approval in settling this matter for the total sum of \$200.00 thereby avoiding any further time and expense to this office.

cc: Mayor
Comptroller
Board of Estimate & Contract

Whereas, on May 5, 2024, JONES, ELVIN filed a Notice of Claim seeking the sum of \$1,721.79 against the City of Mount Vernon for property damage allegedly caused to the claimant's 2019 Mercedes Benz vehicle due to a pothole in the roadway in front of 602 South 5th Avenue (claimant alleges flat tires, front passenger side bent rim and damage to wheel alignment) on April 12, 2023; and

Whereas, by letter dated July 9, 2024, the Corporation Counsel hereby recommends that the Board of Estimate & Contract approve the settlement of the aforesaid claim for \$200.00; **Now, Therefore, be it**

Resolved, that the aforesaid claim of JONES, ELVIN, be settled for the sum of \$200.00 and that said settlement be and the same hereby is approved; and be it further

Resolved, that said sum be paid out of Budget Code A1910.469 (Insurance - Claims), 2024 Budget.



City of Mount Vernon, New York

Staff Report

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File #: TMP -743

Agenda Date: 7/16/2024

Agenda #: 16.



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

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COUNSEL
Mildred McGuire

CONFIDENTIAL

July 11, 2024

(Through Office of the Mayor)

Honorable Board of Estimate and Contract
City Hall
Mount Vernon, New York

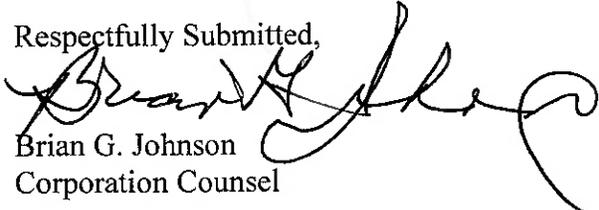
Re: **Settlement of claim seeking reimbursement for paint supplies –
WAKEFIELD PAINT FAIR, INC. v. City of Mount Vernon
Settlement Amount: \$940.03**

Honorable Members:

Pursuant to Section 152 of the City Charter, the undersigned respectfully requests the approval of this Honorable Board to settle the above-captioned matter against the City of Mount Vernon for the total sum of \$940.03.

This office has evaluated the facts and circumstances of this matter and believes that it is in the best interest of the City to settle for the above amount.

If your Honorable Body agrees, a Resolution approving the settlement of this claim should be adopted.

Respectfully Submitted,

Brian G. Johnson
Corporation Counsel

Cc: Mayor
Comptroller
Law Department



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

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CHRISTINE C. LOMBERT

ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

Memorandum

PRIVILEGED & CONFIDENTIAL

July 11, 2024

To: Mayor Shawyn Patterson-Howard
Office of the Mayor

From: Brian G. Johnson
Corporation Counsel

Re: **WAKEFIELD PAINT FAIR, INC. v. City of Mount Vernon**
Date of Loss: September 20, 2018
Notice of Claim filed: May 31, 2024
Amount of Claim: \$940.03
Settlement Amount: \$940.03

Nature of Claim: Seeking reimbursement for unpaid and outstanding bill for painting supplies provided to the City of Mount Vernon Department of Public Works.

Reasons for Settlement: Claimant's attorney stated that the former Comptroller Reynolds ignored their requests for payment involving services already rendered.

Claimant provided us with a letter from then mayor Richard Thomas who acknowledged the debt holding then comptroller Reynolds responsible for the delay in payment.

To the extent that we can avoid litigation a settlement for the sum of \$940.03 is recommend.

cc: Mayor
Comptroller
Board of Estimate & Contract

Whereas, on May 31, 2024, WAKEFIELD PAINT FAIR, INC. filed a Notice of Claim seeking the sum of \$940.03 against the City of Mount Vernon for reimbursement for unpaid and outstanding invoice for paint supplies provided to the City Mount Vernon (DPW) on September 20, 2018; and

Whereas, by letter dated July 11, 2024, the Corporation Counsel hereby recommends that the Board of Estimate & Contract approve the settlement of the aforesaid claim for \$940.03; **Now, Therefore, be it**

Resolved, that the aforesaid claim WAKEFIELD PAINT FAIR, INC., be settled for the sum of \$940.03 and that said settlement be and the same hereby is approved; and be it further

Resolved, that said sum be paid out of Budget Code A1910.469 (Insurance - Claims), 2024 Budget.



City of Mount Vernon, New York

Staff Report

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File #: TMP -736

Agenda Date: 7/16/2024

Agenda #: 17.

Whereas, on January 18, 2024, HUNT, DERRICK filed a Notice of Claim seeking the sum of \$4,000.00 against the City of Mount Vernon for property damage allegedly caused to the claimant's black hooded puffer jacket (Prada) ripped apart when it was caught in the door latch on November 21, 2023; and

Whereas, by letter dated July 10, 2024, the Corporation Counsel hereby recommends that the Board of Estimate & Contract approve the settlement of the aforesaid claim for \$1,000.00; **Now, Therefore, be it**

Resolved, that the aforesaid claim of HUNT, DERRICK, be settled for the sum of \$1,000.00 and that said settlement be and the same hereby is approved; and be it further

Resolved, that said sum be paid out of Budget Code A1910.469 (Insurance - Claims), 2024 Budget.



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

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ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

CONFIDENTIAL

July 10, 2024

(Through Office of the Mayor)

Honorable Board of Estimate and Contract
City Hall
Mount Vernon, New York

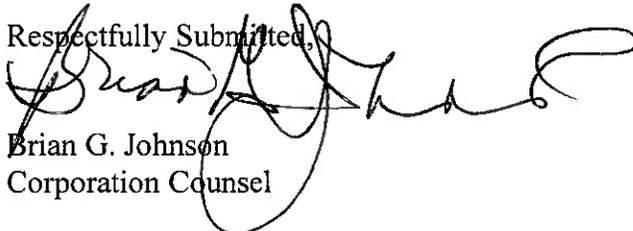
Re: **Settlement of Claim for Property Damage –
HUNT, DERRICK v. City of Mount Vernon
Settlement Amount: \$1,000.00**

Honorable Members:

Pursuant to Section 152 of the City Charter, the undersigned respectfully requests the approval of this Honorable Board to settle the above-captioned matter against the City of Mount Vernon for the total sum of \$1,000.00.

This office has evaluated the facts and circumstances of this matter and believes that it is in the best interest of the City to settle for the above amount.

If your Honorable Body agrees, a Resolution approving the settlement of this claim should be adopted.

Respectfully Submitted,

 Brian G. Johnson
 Corporation Counsel

Cc: Mayor
 Comptroller
 Law Department



SHAWYN PATTERSON-HOWARD
MAYOR

DEPUTY CORPORATION
COUNSEL
JOHAN S. POWELL

BRIAN G. JOHNSON
CORPORATION COUNSEL

CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF LAW
CITY HALL
ONE ROOSEVELT SQUARE, MOUNT VERNON, NY 10550
(914) 665-2366 • FAX (914) 665-9142
WWW.CI.MOUNT-VERNON.NY.US

SECOND DEPUTY
CORPORATION COUNSEL
CHRISTINE C. LOMBERT

ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

Memorandum

PRIVILEGED & CONFIDENTIAL

July 9, 2024

To: Mayor Shawyn Patterson-Howard
Office of the Mayor

From: Brian G. Johnson
Corporation Counsel

Re: **HUNT, DERRICK v. City of Mount Vernon**
Date of Loss: November 21, 2023
Notice of Claim filed: January 18, 2024
Amount of Claim: \$4,000.00
Settlement Amount: \$1,000.00

Nature of Claim: Property damage to claimant's black Hooded Puffer Jacket PRADA.

Reasons for Settlement: On November 21, 2023, Department of Public Works Maintenance Foreman Avinesh Persuad was repairing the door latch on the rear exit door in City Hall when he stepped away momentarily to retrieve a tool. Immediately thereafter, the claimant was exiting City Hall to the rear parking lot when his jacket got caught in the door latch and his jacket was ripped apart with Down Feathers flying throughout the hallway. This event was witnessed by City Hall staff.

Claimant insists that he purchased the jacket with \$4,000.00 cash in February of 2023 at the Prada store in New York City located at 724 5th Avenue. Claimant produced bank statements showing cash withdrawals at that time. For whatever its worth, the claimant produced bank statements indicating a considerable amount of funds in his account.

A female friend of the claimant appeared in the Law Department stating that she was with him when he purchased the jacket and would appear as his witness.

This office requested that claimant provide us with a statement from a Prada representative validating the authenticity of the jacket and cost. Claimant alleges going back to the Prada store and was informed that without a cash receipt they could not confirm whether the jacket was purchased at their store nor assist him in any further way. The claimant states that they insisted he leave the store because feathers were flying all around.

This office contacted Prada and we were informed that without a cash receipt they could not confirm purchase nor authenticity of the jacket.

We requested and the claimant provided us with a statement from a seamstress who could only confirm that the jacket was beyond repair.

The style of Prada Jacket the claimant was wearing retails for \$3,950.00.

Given all the facts and circumstances surrounding this matter we made an offer of \$1,000.00 and the claimant accepted.

We believe it to be in the best interests of the City to settle this matter for the total sum of \$1,000.00 and respectfully request your Honorable approval.

cc: Mayor
Comptroller
Board of Estimate & Contract



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
FACEBOOK.
COM/MOUNTVERNONNY

File #: TMP -742

Agenda Date: 7/16/2024

Agenda #: 18.

SHAWYN PATTERSON-HOWARD
MAYOR



DEPUTY CORPORATION COUNSEL
JOHAN S. POWELL

BRIAN G. JOHNSON
CORPORATION COUNSEL

CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF LAW
CITY HALL

SECOND DEPUTY CORPORATION
COUNSEL
CHRISTINE C. LOMBERT

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ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

CONFIDENTIAL

July 10, 2024

(Through Office of the Mayor)

Honorable Board of Estimate and Contract
City Hall
Mount Vernon, New York

Re: **Settlement of Claim for property damage**
JARAMILLO, ANGIE v. City of Mount Vernon
Settlement Amount: \$2,926.00

Honorable Members:

Pursuant to Section 152 of the City Charter, the undersigned respectfully requests the approval of this Honorable Board to settle the above-captioned matter against the City of Mount Vernon for the total sum of \$2,926.00.

This office has evaluated the facts and circumstances of this matter and believes that it is in the best interest of the City to settle for the above amount.

If your Honorable Body agrees, a Resolution approving the settlement of this claim should be adopted.

Respectfully Submitted,

Brian G. Johnson
Corporation Counsel

Cc: Mayor
Comptroller
Law Department



SHAWYN PATTERSON-HOWARD
MAYOR

DEPUTY CORPORATION
COUNSEL
JOHAN S. POWELL

BRIAN G. JOHNSON
CORPORATION COUNSEL

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SECOND DEPUTY
CORPORATION COUNSEL
CHRISTINE C. LOMBERT

ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

Memorandum

PRIVILEGED & CONFIDENTIAL

July 10, 2024

To: Mayor Shawyn Patterson-Howard
Office of the Mayor

From:  Brian G. Johnson
Corporation Counsel

Re: **JARAMILLO, ANGIE v. City of Mount Vernon**
Date of Loss: May 1, 2024
Notice of Claim filed: June 5, 2024
Amount of Claim: \$2,926.00
Settlement Amount: \$2, 926.00

Nature of Claim: Property damage to claimant's 2007 Toyota Avalon.

Reasons for Settlement: Claimant's vehicle sustained extensive damage to the clear coat finish and body damage on her car due to leaking roof sealant and debris falling from the ceiling onto her vehicle parked in the North 3rd Avenue Parking Garage.

Our investigation indicates that it had rained heavily prior to the occurrence-involving claimant's vehicle. A review of claimant's photographs revealed damage to the hood, roof, windshield, front grill, sunroof, and rear windshield.

This is the 2nd claim of this nature within the last year at the subject location.

The Department of Public Works is taking steps to remedy the situation.

Claimant provided an estimate for \$2,926.00 to repair and repaint her vehicle. The City's estimate was for the total sum of \$5,583.20. Claimant vehicle had a fair market value of approximately \$6,540.00 immediately before the occurrence.

Claimant agreed to settle this matter for her \$2,926.00 estimate. The claimant has been informed that the above settlement should not be construed as an admission of liability.

While liability is not clear given the fact that claimant was not at fault under the facts of this case and in the interest of fairness, a settlement for \$2,926.00 seems equitable because the claimant is a monthly parking permit holder and was parking in her designated spot at the time of the occurrence.

We recommend settlement.

cc: Mayor
Comptroller
Board of Estimate & Contract

Whereas, on June 5, 2024, JARAMILLO, ANGIE filed a Notice of Claim seeking the sum of \$2,926.00 against the City of Mount Vernon for property damage allegedly caused to the claimant's 2007 Toyota Avalon vehicle due to extensive damage to the clear coat finish and body damage to care when a leaking roof sealant and debris falling from the ceiling in the garage on May 1, 2024; and

Whereas, by letter dated July 10, 2024, the Corporation Counsel hereby recommends that the Board of Estimate & Contract approve the settlement of the aforesaid claim for \$2,926.00; **Now, Therefore, be it**

Resolved, that the aforesaid claim of JARAMILLO, ANGIE, be settled for the sum of \$2,926.00 and that said settlement be and the same hereby is approved; and
be it further

Resolved, that said sum be paid out of Budget Code A1910.469 (Insurance - Claims), 2024 Budget.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
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File #: TMP -745

Agenda Date: 7/16/2024

Agenda #: 19.

RESOLVED, that Resolution No. 4, adopted by this Board of Estimate & Contract on January 5, 2024, is hereby amended as follows:

DEPARTMENT OF BUILDINGS		
<u>Positions:</u>	<u>From:</u>	<u>To:</u>
Building Clerk	\$40,868.22	\$45,092.22

and be it further,

RESOLVED, that this resolution shall take effect on January 5, 2024.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
FACEBOOK.
COM/MOUNTVERNONNY

File #: TMP -747

Agenda Date: 7/16/2024

Agenda #: 20.

RESOLVED, that Resolution No. 4, adopted by this Board of Estimate & Contract on January 5, 2024, is hereby amended for the position shown below as follows:

DEPARTMENT OF FINANCE		
<u>Position:</u>	<u>From:</u>	<u>To:</u>
Account Clerk I	\$51,004.87	\$56,935.16

and be it further,

RESOLVED, that this resolution shall take effect on January 5, 2024.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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VERNON, NEW YORK
10550
& VIA
FACEBOOK.
COM/MOUNTVERNONNY

File #: TMP -746

Agenda Date: 7/16/2024

Agenda #: 21.



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF LAW
CITY HALL
ONE ROOSEVELT SQUARE, MOUNT VERNON, NY 10550
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DEPUTY CORPORATION
COUNSEL
JOHAN S. POWELL

SECOND DEPUTY
CORPORATION COUNSEL
CHRISTINE LOMBERT

ASSISTANT CORPORATION
COUNSEL
MILDRED MCGUIRE

July 15, 2024

Honorable Members of the Board of Estimate
Through the Office of the Mayor
City Hall – Roosevelt Square
Mount Vernon, New York 10550

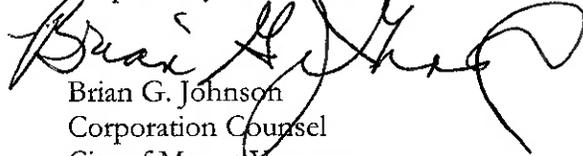
RE: Request to Accept the Proposal of Gallagher Bassett as the Third-Party Administrator for the City's Legal Claims

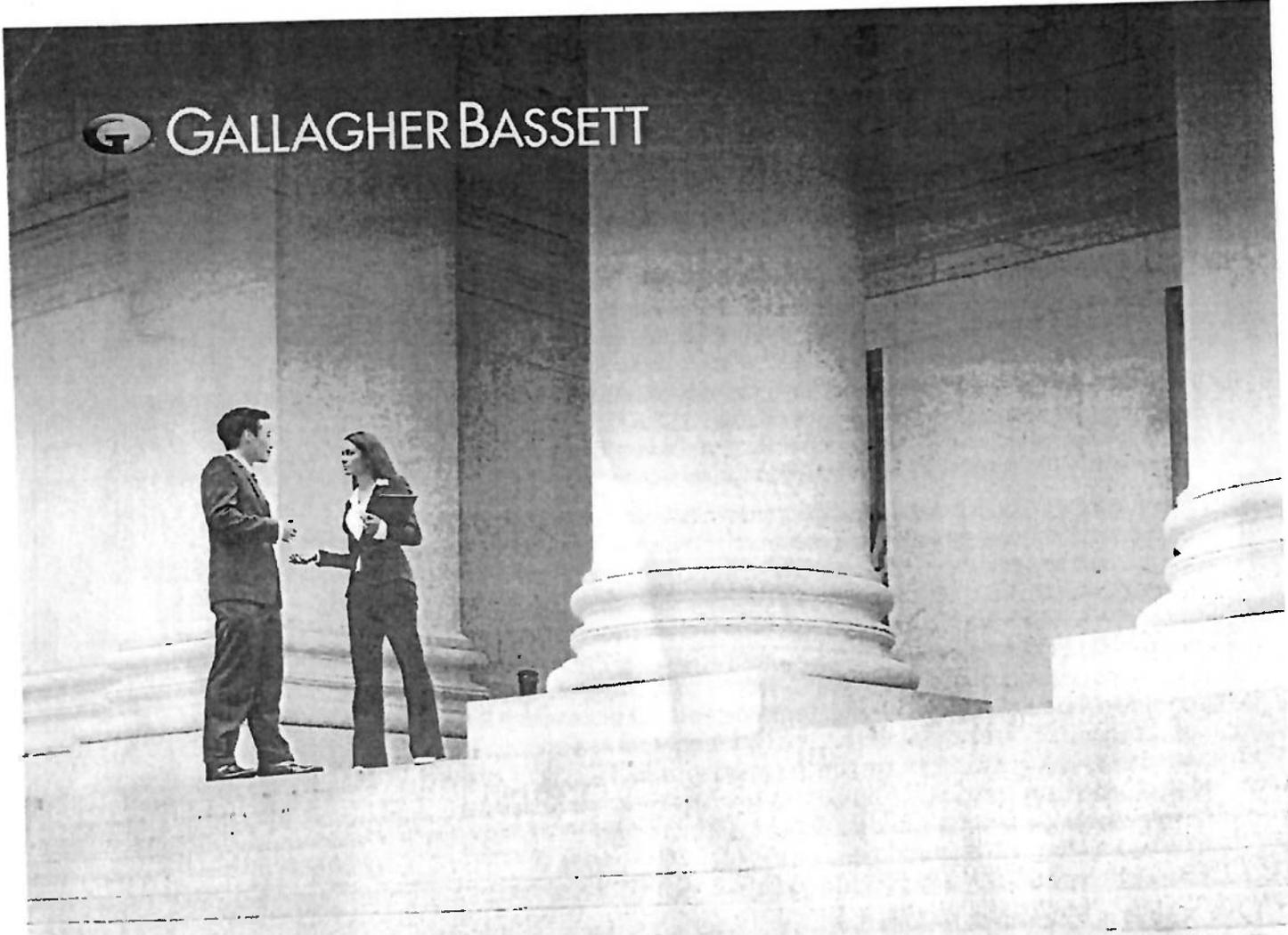
Dear Honorable Members of the Board of Estimate:

As you know, the City recently sought proposals from the public for a third-party administrator. As a result of this solicitation, the City received one proposal from Gallagher Bassett, which was opened at last month's special Board of Estimate meeting. Attached is Gallagher Bassett's proposal for your review and consideration.

I respectfully request that this Honorable Body accept the proposal of the Gallagher Bassett as it is in the City's best interest to do so. By contracting with Gallagher Bassett, the Law Department will significantly enhance its ability to evaluate, monitor, and service all legal claims against the City and be able to provide the City with up-to-date, accurate reserve and risk management reports. Thank you for your consideration.

Respectfully submitted,


Brian G. Johnson
Corporation Counsel
City of Mount Vernon



**SERVICE PROVIDER
GENERAL INFORMATION/
STAFFING & EXECUTIVE
SUMMARY**

EXCEPTIONAL SERVICE FOR THE CITY OF MOUNT VERNON



Our proposed service delivery model is designed to provide exceptional customer service, brand protection, leading claim outcomes, and highly collaborative engagement with the City team. A detailed **organization chart** and **resumes** for the proposed team are provided at the end of this section.

Account Executive

As Account Executive, Megan will partner with the City to customize a claims management program that lowers overall cost of risk. She will assist in program development, preparation of contract terms, organization of the service team, and validation that we deliver on expectations set forth during the proposal process and implementation. Megan is dedicated to our Public Sector Practice, which allows her to bring a unique perspective to the City.

Client Services Manager

As Senior Client Services Manager, Stephanie will get to know the City's program and team very well. With knowledge of every aspect of Gallagher Bassett's proprietary risk management tools and methodologies, Stephanie will act as an extension of the City within GB, consistently driving your program to success. She offers the City of Mount Vernon nearly a decade of industry experience. Stephanie also currently serves as the Senior Client Services Manager for other public entities and is energized to leverage this experience and expertise for the City.

Claims Team

The Claim Operations team will ensure service, quality, and outcomes. They will work in collaboration with City stakeholders to bring each claim to its rightful resolution. This collective team will use their New York and public entity experience to drive success on the City program to ensure we consistently exceed expectations. The proposed team is comprised of a branch manager, supervisor, lead resolution manager, and resolution manager.



Executive Team

Megan Doah
Account Executive

Stephanie Manuel
Senior Client Services
Manager

Mechanicsburg Liability Hub

Kerry Weiss
Branch Manager

Dee St. John
Supervisor

Francesca Herman
Lead Resolution
Manager

Becca Zinga
Resolution Manager

LIABILITY EXPERTISE



QUALITY

Our priority is to provide superior, cost-effective risk management products and services that meet the ever-changing needs of the City, while striving for the highest level of quality and professional excellence.

Increasing legal expenses are an industry challenge. We make a conscious effort to keep claims that should not be litigated out of suit and properly manage those cases that do go to suit. The key to success in both areas is using the best legal counsel available. Fortunately, legal costs can be successfully controlled through our proven GBLMP that offers a legal bill review and captures data to support enhanced analytics.

Maintaining this quality effort is a means by which we **guard** your assets. We believe in a full investigation followed by detailed assessment to produce the best claim outcomes.



INNOVATION

At GB, our mission is to build and maintain long-lasting, consistent, and honest relationships with our clients. Our goal is to **go beyond** your needs, providing flexibility for your program and focusing on the overall claim outcome.

We will build flexibility into the City's program from the start. We regularly review operations, policies, and objectives to **guide** you through any necessary changes. Additionally, our team will meet with the City's key personnel periodically to review the program's progress.



EXCEPTIONAL SERVICE

We believe that we can provide exceptional service through maximizing the City's program controls and coordination. Our program will offer greater control in reducing the costs of liability-related losses. With direct involvement, GB can successfully integrate the City's goals and expectations with our claims handling abilities. Utilizing our best practices, our experienced claims team will work collaboratively with you to understand, meet, and **go beyond** your program goals and expectations.

We will consult with the City's key personnel on the coordination of practices/procedures and assist in updating them on important file changes. We will partner with you to orient all members of your staff who are directly or indirectly involved in the processing of incidents and claims. We will provide all the forms necessary for documenting and reporting liability losses, claims administration, program coordination, and internal fiscal information.

We will assist the City team with the development of a plan, which would contain instructions on new processes and the proper use of forms for all units. We also provide advice and assistance that help you structure and conduct effective meetings and training sessions with department heads, supervisors, and other employee groups.

STATE-OF-THE-ART RMIS CAPABILITIES

No other claims provider offers the analytical power – both in terms of tools and talent – as Gallagher Bassett. We understand that one of the keys to success on your program is a strong partner to support your reporting needs and put that information into your hands. Managing a successful claims and risk management program requires having the right information to make quality decisions. Through our partnership with Origami Risk, Gallagher Bassett has created a unique hybrid RMIS for our clients, carriers, and broker partners.

Focused Reports

LUMINOS has more than 100 standard report, graph, and dashboard templates that make it easy to create almost any report, including every type of tactical report for day to day plan administration, strategic reports to capture important trends, and forensic reports which open up the world of real cost drivers for each client.

LUMINOS includes an ad-hoc report feature to allow users to create reports from scratch without the use of any particular template. Ad-hoc reports are most useful when a user wishes to design a report with a specific layout and/or with specific data elements that would most likely not be used in other reports.

Dashboards & Graphical Widgets

LUMINOS highly-configurable dashboards will allow the City to quickly analyze your data. LUMINOS gives users the flexibility to create dashboards with a variety of column and panel views that includes access to 85 prebuilt widgets. We also deliver a Widget Builder tool so you can build additional widgets to meet your organization's unique needs.

LUMINOS Interactive Dashboards for claims strategy and KPI tracking provide a dynamic view of your claims information.

Loss Trending

Loss trend identification is essential for an effective risk control program. GB's detailed loss trending analysis reports identify loss trends, sources, and types of loss, and enable prioritization of safety activities. RCCS consultants have access to claim information through LUMINOS and stay current on loss trends and exposures. Loss trend summaries of claims information provide a strategic profile of an organization's exposures and quantifies expenditures for safety recommendations. Loss trend reports can be customized to meet the City's requirements regarding format, design, content, and distribution frequency.

LUMINOS

The Most Recommended RMIS in the Industry

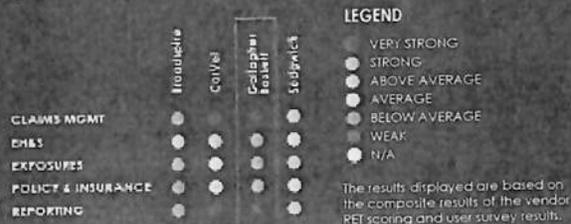


The **2023 RMIS Report** ranked Gallagher Bassett and LUMINOS as the most comprehensive solution, with a very strong ability to deliver, and the **highest Net Promoter Score (NPS)**

Redhand RMIS Report

Providers at a glance:
Third Party Administration Providers.

System Capabilities



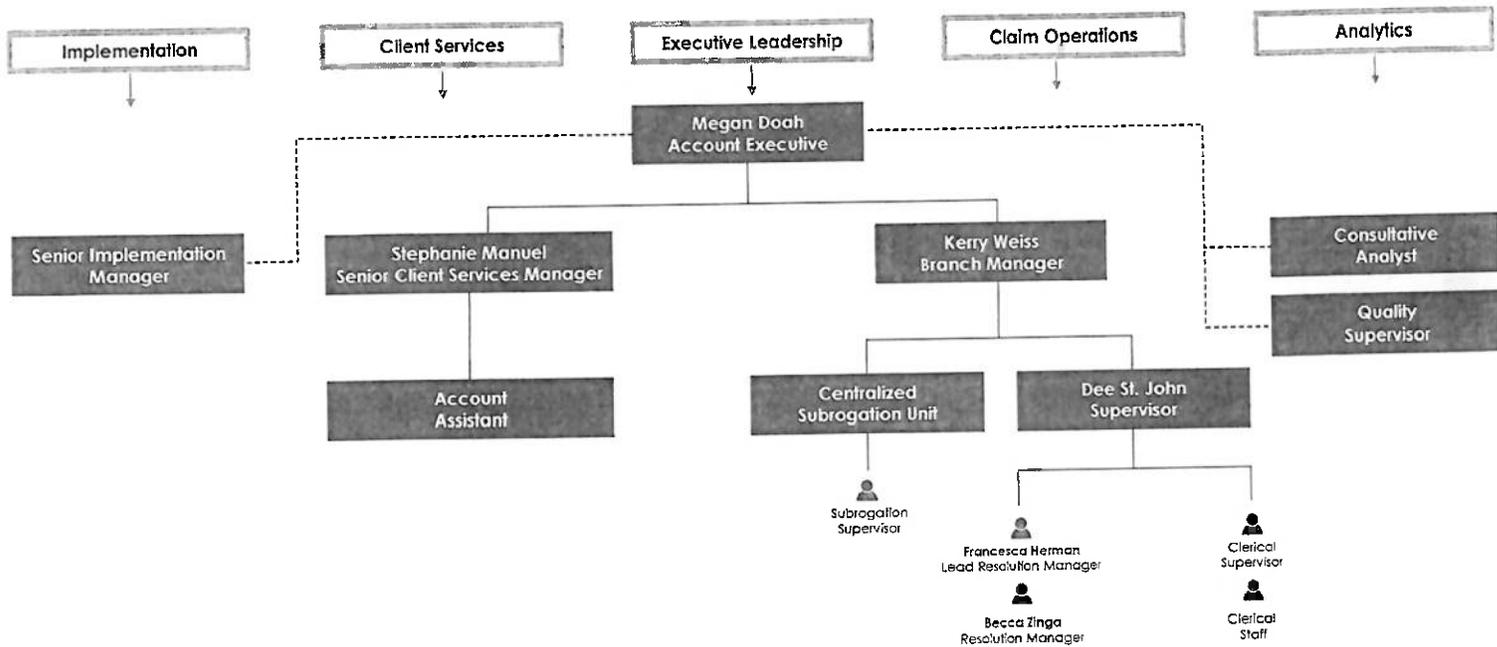


THANK YOU

Thank you again for this opportunity.

Our team is passionate about helping the City of Mount Vernon achieve the best outcomes possible for your liability program. We cannot wait to get started!

Should you have any additional questions, please do not hesitate to contact Megan Doah at megan_doah@gbtpa.com or on her cell phone at 708-205-7380.



Stephanie Manuel, ARM

Richmond, VA

Stephanie_Manuel@gbtpa.com

Current Position: Senior Client Services Manager

Years in Industry: 9 Years | Years of Service with GB: 1 Year

INDUSTRY EXPERIENCE

Gallagher Bassett 2023 – Present

Senior Client Services Manager

Serves as the single point of contact for clients, with a thorough understanding of both client operations and Gallagher Bassett operations, to influence and advocate change if necessary. Through significant knowledge of all Gallagher Bassett products, services, and system capabilities, and a substantial knowledge of risk management, serves as an extension of the client's risk management department. Uses data analytics to identify trends within a client's program and to recommend changes for a positive impact to the clients program.

Amazon 2022 – 2023

Senior Risk Analyst

Oversaw the workers' compensation claim program for DSP claims and assisted with general liability and auto claim program oversight. Identified trends in claim handling and outcomes and collaborated with TPA to develop and track solutions. Reviewed claim files to align with TPA on various reserve, settlement, and expert requests.

VSC Fire & Security, Inc. 2020 – 2022

Risk Management & Claim Specialist

Oversaw all claims for the company, including auto, workers' compensation, and general liability claims. Evaluated risk exposures for all losses by examining coverage and liability, and assessing damages. Developed successful action plans to minimize loss exposure and partnered with claims administrator and defense counsel to implement strategy. Tracked company's historic incidents/losses to identify trends. Partnered with field safety managers to develop safety training topics based on loss trends. Maintained safety training records for all employees. Assessed employee driving records on a point-based system to determine eligibility into corporate fleet program.

Travelers 2019 – 2020

Inside Claims Representative

Managed auto and homeowners liability claims. Investigated various coverage and liability disputes for different types of insurance policies and jurisdictional venues. Evaluated medical records and identified potential risk factors to determine claim value. Negotiated favorable settlements and determined successful strategies for litigated cases. Provided excellent customer service by phone and email.

Kerry Weiss

Rolling Meadows, IL
Kerry_Weiss1@gbtpa.com

Current Position: Branch Manager

Years in Industry: 37 Years | Years of Service with GB: 5 Years

INDUSTRY EXPERIENCE

Gallagher Bassett 2023 – Present

Branch Manager – Chicago Liability

Plans, organizes, and directs branch activity to meet client service needs and corporate quality and expense goals. Maintains positive client, inter-departmental, intra-company, and governmental relations. Monitors and assigns staff. Holds responsibility for quantity and quality of product. Develops activity and financial plans. Monitors and controls Branch Operations resources. Develops and recommends work and product improvement. Ensures and maintains appropriate licenses or certifications for all states in which claims are handled. Defines team goals and communicates team goals. Motivates people to perform at the highest level.

2022 – 2023

Branch Manager – Dedicated Client Branch

Provided management for a dedicated branch. Initiated roundtable with core team to develop resolution managers' technical skillsets. Developed relationships with the team and grew the bond of the team. Managed compliance, goals, and workloads. Reviewed and developed action plans to meet metrics and closing ratios.

2019 – 2021

Claims Supervisor – Liability

Directly supervised resolution managers and oversaw their workloads and performance. Managed compliance of individuals and team to meet shared performance goals and to provide superior customer service. Ensured ongoing training and license compliance for the branch. Proactively interfaced with national accounts, which included face-to-face meetings, claim reviews, and overall customer support and availability.

Criterion Claim Solutions of Omaha 2017 – 2019

Litigation Manager

Built and developed the litigation department from ground up. Developed and vetted defense counsel. Reviewed files. Helped adjusters develop meaningful action plans. Assisted with exposure analysis and jurisdictional issues.

Crum and Forster 2014 – 2017

Senior Litigation Specialist

Managed caseload of high exposure excess and surplus, as well as general liability claims, encompassing property damage and severe bodily injury losses

Crawford & Company 1987 – 1995
Claims Adjuster

Performed multi-line adjusting, including field investigations, appraisals of commercial and personal automobiles, liability analysis, negotiation of claims to resolution, and workers' compensation.

Business Segment Experience: Carrier, Self-Insured, Alternative Markets/Captives

Line of Business Expertise: Auto Liability, Auto UM/UIM, Commercial Property, Construction Defect, Employers' Liability, General Liability, Homeowner's Property, Product Liability, Professional Liability, Workers' Compensation

Industry Certifications: CLMP, Transportation Risk Specialist (TRS)

Industry Experience: Agriculture, Automotive, Carrier, Construction, Dioceses/Religious Entities, Facilities/Janitorial, Finance/Insurance, Grocery, Hospitality/Entertainment, Manufacturing, Municipalities, Oil/Mining, Public Police and Law Enforcement, Public Entities, Restaurants, Retail Stores, School Districts/Education, Private Security, Transportation/Trucking, Warehousing/Wholesale

Jurisdictional Licenses: AL, AR, CA, CT, DE, FL, GA, HI, ID, IN, KY, LA, MN, MS, MT, NC, NH, NM, NY, OK, OR, RI, SC, TX, UT, VT, WA, WV, WY

State Experience: AL, AR, AZ, CA, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY

Education: Bachelor of Science in Public Administration from Doane University

Sedgwick 2021 – 2023
Team Lead

Supervised operation of multiple teams of examiners and technical staff for clients. Monitored colleagues' workloads, provided training, and monitored individual claim activities. Provided technical/jurisdictional direction to examiner reports on claims adjudication, and maintained diary on claims in the teams, including frequent diaries on complex or high-exposure claims.

Gallagher Bassett 2018 – 2021
Senior Resolution Manager

Applied claims management experience to analyze claims exposure, including multi-million-dollar exposure. Provided exceptional customer service to claimants on behalf of clients, exhibiting empathy through each step of the claims process. Handled claims consistent with client and corporate policies, procedures, and standard methodologies, as well as in accordance with statutory, regulatory, and ethics requirements. Documented and communicated claim activity promptly and efficiently, supporting the outcome of the claim file.

Business Segment Experience: Carrier, Self-Insured

Line of Business Expertise: Auto Liability, Commercial Property, General Liability, Product Liability

Industry Experience: Automotive, Construction, Facilities/Janitorial, Finance/Insurance, Food Service/Concession, Hospitality/ Entertainment, Manufacturing, Oil/Mining, Public Entities, Restaurants, Retail Stores, School Districts/Education, Transportation/Trucking

Jurisdictional Licenses: AK, AL, AR, AZ, CA, CT, DE, FL, GA, HI, ID, IN, KY, LA, ME, MI, MN, MS, MT, NC, NH, NM, NV, NY, OK, OR, RI, SC, TX, UT, VT, WA, WV, WY

State Experience: AK, AL, AR, AZ, CA, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY

Education: Bachelor of Science in Human Resources

Becca Zinga

Rolling Meadows, IL
Becca_Zinga@gbtpa.com

Current Position: Resolution Manager

Years in Industry: 3 Years | Years of Service with GB: 3 Years

INDUSTRY EXPERIENCE

Gallagher Bassett 2021 – Present

Resolution Manager

Administers liability claims from inception to closure for self-insured clients. Investigates claims to determine liability and exposure. Develops strategies to bring claims to resolution. Attends telephonic and in-person claims reviews and provides exceptional client service in order to achieve optimal claims resolution. Delivers best practices and client service requirements with the highest level of performance.

Zinga Home Services 2019 – 2021

Administrative Assistant

Handled customer service. Set up estimates and jobs (ensuring that materials were ready or would be ready by job date). Placed window orders, guaranteeing accuracy, and was responsible for posting and preparing the month-end and year-end reports.

Ashley Furniture HomeStore 2018 – 2019

Administrative Assistant

Processed daily A/R adjustments and evaluated customer accounts. Oversaw funding and reviewed purchases with partnering banks. Managed quarterly inventories.

Castle Chevrolet North 2015 – 2018

Title Clerk

Monitored changes in regulations (both in-state and out-of-state). Investigated and solved inaccuracies on title issues, odometer readings, and lien agreements. Maintained inventory of vehicle plates and registration.

Industry Experience: Finance/Insurance, Food Service/Concession, Restaurants, School Districts/Education, Transportation/Trucking

Jurisdictional Licenses: AL, AR, AZ, CA, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY

State Experience: AL, AR, AZ, CA, CO, CT, DE, FL, GA, IA, IL, IN, KS, KY, LA, MA, MD, MI, MN, MO, MS, NC, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, SC, TN, TX, UT, VA, WA, WI, WV, WY

Education: Bachelor of Science in Business Administration

The City of Mount Vernon, N.Y.

RFP Questionnaire

advising that the note was added and giving the resolution manager a copy of the note. Claim Notebook provides a list of 24 subjects in which notes may be written.

We also offer an additional *Expanded Client Notes* feature in Luminos that supports notes clients want to add to the claim file in Luminos. The major distinction is – Luminos client notes stand separate from the resolution manager notes, and they are purposely inaccessible by any GB adjusting staff.

Medical Payment Process

To speed compensation, GB has a fully automated claims payment process within our internal claims system. Safeguards are built into the system to ensure timely and accurate payments. These automated systems, coupled with active resolution manager involvement, ensure timely payment of all medical bills. In fact, our standard turn-around for bill payment is 16 days although most are paid within 10 days.

- ii. Frequency of follow-up/review with outside counsel and reviews with the City, Broker and Carrier

Our first objective is to avoid litigation where practical. This requires proactive investigation, timely engagement of claimants, and accelerated determination of compensability to minimize contention in the claim process and ultimate litigation. If representation and litigation is unavoidable, we ensure preservation of evidence and collaborate with the City's preferred counsel to establish a defense strategy. This includes identification of anticipated activities, obtaining legal budgets, and timelines associated with the pending matter.

It is the resolution manager's role to:

- Secure all available records
- Complete outstanding investigation
- Set up IME or permanency evaluations
- Complete any other file management activities that do not require legal expertise
- Obtain defense counsel's opinion of compensability/liability, value of cases and chances of successfully defending any outstanding issues
- Take advantage of discovery proceedings to strengthen negotiations
- Attend settlement conferences, mediations or hearings when appropriate to move case toward resolution
- Obtain and document applicable statutes, case law, jurisdictional characteristics or other information that should be factored into the case evaluation and strategy
- Review defense bills for appropriateness

It is counsel's role to:

- Direct legal proceedings
- Recommend and contribute to the most effective, efficient defense strategy and advice on legal issues
- Maintain accessible and open communication with the resolution manager and client

As the case progresses, we work in partnership with counsel to best position the case for resolution – whether that is dismissal, mediation, settlement, or a successful trial.

The City of Mount Vernon, N.Y.

RFP Questionnaire

internal claims system has the option of a business rule that stops and prompts reserving at a pre-arranged threshold that can be set up for an individual client or a standard for the City's program. The system sends an alert to leadership and requires an override to continue with a reserve change in the system.

- **Waypoint – Financial Guidance** – Helps resolution managers appropriately reserve claims.
- **Reserve Tracking and Monitoring** – On a monthly basis, GB generates a report that compares our reserving practices at twelve months to ultimate. This information is shared with each branch and senior-level management. Our claim system also has features built-in that will not allow payment on a claim with insufficient reserves in a particular category. If this does occur, notice is sent electronically to the resolution manager and claim supervisor notifying them of a pending payment due to insufficient reserves. The resolution manager is required to complete a reserve analysis and adjusts the reserves appropriately to avoid incremental increases of the reserves.
- **Reserve Alerts** – GB's reserve alert feature will allow us to inform the City of a \$10,000 or greater reserve change. Once this parameter is met, the City will immediately receive an email advising of a reserve change that has met the City's pre-defined criteria.

c. RMIS Tools

- i. How frequently is data updated? Is financial and file note data real-time, or is there a lag?

Our internal claims system is a proprietary, proven system that serves all lines of coverage and all of GB's client sectors. The internal claims system is real-time and populates our client-facing RMIS (Luminos) on a nightly basis. Documents and Notes are Real-Time within Luminos. The claims system can be accessed 24/7, is web-based, and serves every critical claim adjudication function performed by our resolution managers, including: data capture, correspondence, financial detail, diary/follow-up, and document attachment.

- ii. Will there be a dedicated RMIS representative assigned to the account? Describe their role.

Our Client Services Managers (CSM) provide the first line of support for our Luminos client and carrier contacts. They are in regular, on-going communication with our clients regarding all aspects of our RMIS product offerings. They also drive our initial client/carrier conversations regarding utilization of any of our Expanded Service Module offerings. Our CSMs receive regular Luminos training updates and certifications on our RMIS product, and are backed by the GB Help Desk group and our Luminos product training and implementation teams.

- iii. How many users are included in the RMIS fee? Is the broker included in the number of users? What is the cost for additional users?

We have included 2 Full Access Users for the City within our RMIS Standard License. This License is \$2,500. Should the City wish to purchase additional RMIS users, the Full-Access Additional Users are \$1,000 and the View-Only Additional Users are \$500. The City's broker will have unlimited users at no cost.

The City of Mount Vernon, N.Y.
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representation to weigh the options for each case. Finally, our evolving analytics and stewardship process can aid in the identification of trends and issues that may be contributing to litigation exposure. We strive to provide timely identification of these trends and issues to clients so they may consider alternatives that can have positive impact on their claims programs.

GBLMP currently has more than 2,600 participating law firms with over 4,000 locations throughout the US and we continue to add law firms every month to provide comprehensive assistance for our clients. We work with firms selected by clients, approved by carriers and/or selected by GB based upon our experience with them and demonstrated expertise. The firms participating in GBLMP in aggregate cover the continental US, and we select them to ensure that a broad range of expertise for various lines of coverage is available to our clients. We will be developing a preferred panel based upon measurable outcomes through comprehensive analytics.

- ii. Does your system have flags to indicate which claims are in litigation? Can the system sort claims by law firm and/ or attorney?

Yes, our system flags claims to indicate those that are in litigation. Your Client Services Manager can add a view within Luminos that automatically lists all claims in suit as part of the set-up process.

In addition, our internal claims system allows the capture and reporting of a significant amount of data related to litigation, including, but not limited to participants (plaintiff, defense, judge, experts, etc.), venue, settlement negotiations, mediation, and trial logistics. Participation in GBLMP allows for expanded data capture through electronic invoicing by firms; invoices typically capture task codes, time keepers, and documents prepared on a client-specific basis, as well as program-wide. Combining the claims data with the legal spend data presents a comprehensive, analyzable picture to improve counsel selection and assignment.

e. Subrogation:

- i. Please provide details surrounding your subrogation group and its role in the claim management process.

GB has invested in a **Centralized Subrogation Unit** that provides both the capabilities and processes that allow our teams to actively pursue subrogation to mitigate clients' costs and losses. Our subrogation resolution managers have deep experience in handling a variety of claims, and know what to look for in an accident investigation to properly assess and pursue subrogation. Clients can expect our subrogation resolution managers to take the following steps:

- Review the underlying resolution manager's determination of subrogation potential. In addition to a manual review, we have a predictive model that searches file notes to identify subrogation potential when it has not manually been recognized.
- Review the accident details, statements, police report, photos, and any other relevant material.
- Request additional investigation or documentation from the primary resolution manager if needed to properly pursue subrogation.
- Send out the appropriate lien notices to all parties involved and actively pursue recovery once investigation is complete and a liable third party is identified.

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- **Administrative Services Fee:** The Administration Fee is inclusive of a designated Senior Client Services Manager, designated Implementation Manager, quarterly claim reviews, claim reporting, banking services, 2 Full-Access RMS users, and more.

Pending Open Takeover Claim Volume: Based upon the City's loss history, we totaled each claim type category for files with a claim status of "Open." Altogether, this calculated to a total of 226 open files across the above mentioned claim categories. The handling of these open files would be a fee per claim billed per year open, capped at three years. Additionally, we have included the data conversion process at no cost.

- **Run-In Timeline:** The data conversion process mentioned above typically takes 60-90 days. However, given the familiarity we have from data mapping from the Sedgwick claims system to the Gallagher Bassett claims system, we anticipate lead time closer to 60 days. The data conversion process maps all previous claims, along with their notes, images, attachments, financial detail, etc.

It is GB's recommendation to move the newly arising program in advance of the historical run-in. Our recommended effective date for the Newly Arising program is 8/2/2024. This way, we have the City's program already set-up in our system (banking, claim reporting, special handling instructions, familiarity with your designated claims team).

Additionally, Sedgwick can focus on closing out the open inventory while we work through the data conversion and data mapping process. Our recommended effective date for the historical takeover is 60 days after the Newly Arising effective date, or 10/2/2024. GB will true-up our Assumed Claims Pricing based upon actual open claim volume on 10/2/2024, so it is in the City's best financial interest to work with Sedgwick to close out any files pending closure.



City of Mount Vernon, NY

08/02/2024 - 08/02/2025

FEE PER CLAIM - LIFE OF PARTNERSHIP	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
Auto Liability/Bodily Injury	12	\$895	\$10,740
Auto Liability/Property Damage	9	\$425	\$3,825
Auto/Physical Damage	6	\$375	\$2,250
General Liability/Bodily Injury	48	\$895	\$42,960
General Liability/Property Damage	26	\$425	\$11,050
Professional Liability	17	\$2,150	\$36,550
Incidents - Liability	0	\$55	\$0
Total Liability Fee Per Claim	118		\$107,375
ADMINISTRATIVE SERVICES			Fee
Administrative Services			
Administration / Data Management			\$9,500
RMIS Standard License (2 RMIS Users)			\$2,500
Total Administrative Services			\$12,000
TOTAL USD			\$119,375



City of Mount Vernon, NY
08/02/2024 - 08/02/2025

**LIFE OF PARTNERSHIP ASSUMED CLAIMS - CLAIM HANDLING FEES
PER CLAIM, PER YEAR OPEN**

SERVICE	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
Auto Liability/Bodily Injury	8	\$695	\$5,560
Auto Liability/Property Damage	4	\$395	\$1,580
General Liability/Bodily Injury	132	\$695	\$91,740
General Liability/Property Damage	63	\$395	\$24,885
Professional Liability	19	\$695	\$13,205
Total	226		\$136,970

Data Conversion / Integration Fees	#of Sources	Rate	Total
Assumed Claim Data Transfer (Data conversion where GB assumes the claim handling and loads historic data)			
One Time Conversions			
• Claims - Assumed	1		Included
• Financial Detail - Assumed	1		Included
• Notes - Assumed	1		Included
• Digital Images - Assumed	1		Included
Total Assumed Claim Data Transfer			\$0

TOTAL FEES FOR ASSUMED CLAIMS:			\$136,970
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The above assumed claim rates will be billed per claim, per year open, capped at 3 years.

Carrier Data Transfer Cost - Client's insurance company may assess a fee to unbundle Claims or to transfer Claims from a prior claims administrator to GB. If this fee is assessed by Client's insurance carrier directly against GB, Client shall reimburse GB for the full amount of any such fee, which shall be assessed on a direct pass-through basis without markup.

Assumed fees will be trued up once actual assumed claim count has been determined, with annual audits thereafter.

There may be a fee associated with GB's assumption and storage of closed physical files.

The preceding Newly Arising pricing contemplates an effective date of 8/2/2024. In order to take over the Assumed Claims, Gallagher Bassett requests at least 60 days for a transition period.



City of Mount Vernon, NY

08/02/2024 - 08/02/2025

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Estimate - Claims will be audited at the [18th and 24th month, and then every 12 month thereafter.]
- Actual - Claims will be [billed monthly for the first 18 months and then at the 24th and then every 12 months thereafter.]

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Handle to Conclusion:

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

Assumed Claims: 3 year Annual Fee, Life of Partnership:

Claims will be handled for the life of the partnership with an annual per claim fee charged for the first 3 years of handling. After this period ends, the claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS[®]), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 4 Telephonic Claim Strategy Meeting(s)
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$25,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Claimant Liab
- Assumed Claim Data Transfer
 - Claims - Assumed
 - Financial Detail - Assumed
 - Notes - Assumed
 - Digital Images - Assumed



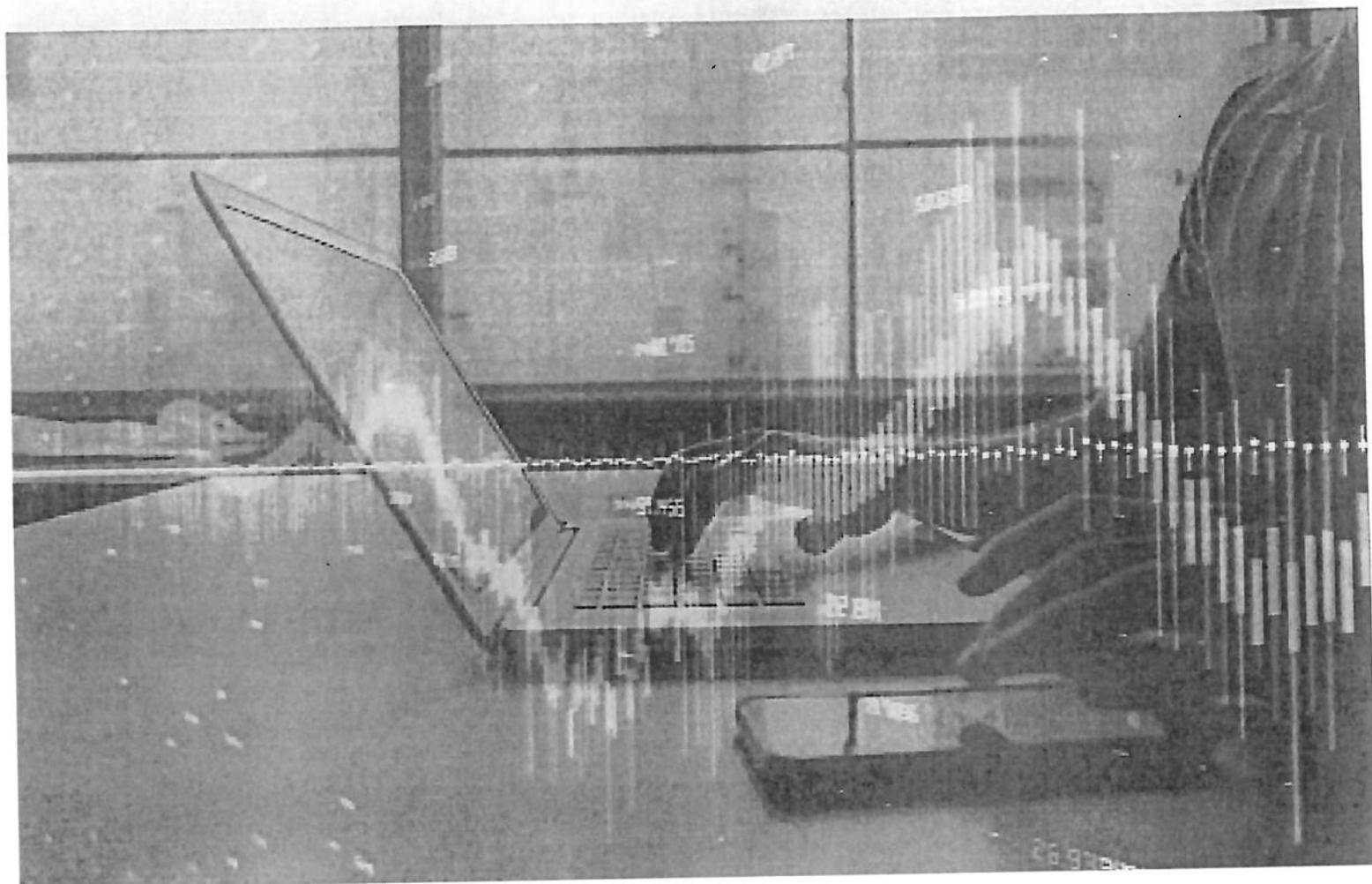
City of Mount Vernon, NY

08/02/2024 - 08/02/2025

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

City of Mount Vernon, NY Implementation Status Report





GUIDE. GUARD. GO BEYOND. IMPLEMENTATION TIMELINE

Name	Planned Start	Planned End	2024		
			Jul 2024	Aug 2024	Sep 2024
City of Mount Vernon, NY New Arising	7/1/2024	9/3/2024	City of Mount Vernon, NY New Arising 7/1/2024 - 9/3/2024		
▶ Project Planning & Implementation Team Assignment	7/1/2024	7/2/2024	01: Project Planning & Implementation Team Assignment 7/1/2024 - 7/2/2024		
▶ New Account	7/2/2024	7/8/2024	02: New Account 7/2/2024 - 7/8/2024		
▶ Client Services Team	7/3/2024	7/3/2024	03: Client Services Team 7/3/2024 - 7/3/2024		
▶ Client Location Structure (Pyramid)	7/3/2024	7/18/2024	04: Client Location Structure (Pyramid) 7/3/2024 - 7/18/2024		
▶ Customized Claims Reporting	7/3/2024	7/18/2024	05: Customized Claims Reporting 7/3/2024 - 7/18/2024		
▶ Coverage Information	7/8/2024	7/16/2024	06: Coverage Information 7/8/2024 - 7/16/2024		
▶ Special Handling Instructions	7/3/2024	7/22/2024	07: Special Handling Instructions 7/3/2024 - 7/22/2024		
▶ Index Bureau Reporting	7/3/2024	7/3/2024	08: Index Bureau Reporting 7/3/2024 - 7/3/2024		
▶ Branch Office Assignment	7/3/2024	7/25/2024	09: Branch Office Assignment 7/3/2024 - 7/25/2024		
▶ Banking Setup	7/16/2024	7/25/2024	10: Banking Setup 7/16/2024 - 7/25/2024		
▶ Orientation Training and Roll out Meetings	7/16/2024	8/1/2024	11: Orientation Training and Roll out Meetings 7/16/2024 - 8/1/2024		
▶ Data Needs and System Training	7/3/2024	7/26/2024	12: Data Needs and System Training 7/3/2024 - 7/26/2024		
▶ Outbound Data Transfers	7/24/2024	7/29/2024	13: Outbound Data Transfers 7/24/2024 - 7/29/2024		
▶ SCHIP Requirements	7/10/2024	8/5/2024	14: SCHIP Requirements 7/10/2024 - 8/5/2024		
▶ Post Implementation Tasks	8/7/2024	9/3/2024	15: Post Implementation Tasks 8/7/2024 - 9/3/2024		

WBS	Name	State	Planned Start	Duration	Planned End	Assignments	Program Customization Notes
09.1	Review with Client suggested handling Branch structure based on Client's exposures and claim volume.	Draft	7/3/2024	2 days	7/4/2024	Implementation Manager Client - Input	--
09.2	Client or Broker to provide loss run to confirm exposures and anticipated claim volume.	Draft	7/12/2024	2 days	7/15/2024	Implementation Manager Client - Action	--
09.3	Finalize branch matrix with branch manager listed (include phone numbers).	Draft	7/24/2024	2 days	7/25/2024	Implementation Manager	--
10	Banking Setup	Draft	7/16/2024	8 days	7/25/2024	--	--
10.1	Determine funding party (Client or Carrier) and number of accounts.	Draft	7/16/2024	1 days	7/16/2024	Implementation Manager Client - Decision	--
10.2	Review account funding methods (ACH, Debit/Wire) and frequency with funding party.	Draft	7/16/2024	1 days	7/16/2024	Implementation Manager	--
10.3	Secure banking contact information and distribution for the funding requests and bank statements.	Draft	7/16/2024	3 days	7/18/2024	Implementation Manager Client - Decision & Action	--
10.4	Request 3 to 6 months of payment history for calculation of the imprest (2.5x the average spend for the appropriate frequency).	Draft	7/16/2024	3 days	7/18/2024	Implementation Manager Client - Action	--
10.5	GB-IDS provide Citibank account summary, client to confirm	Draft	7/16/2024	1 days	7/16/2024	Implementation Manager Client - Input	--
10.6	Confirmation email to Client advising account has been setup, providing wire transfer information and requesting initial imprest be funded.	Draft	7/24/2024	1 days	7/24/2024	Implementation Manager	--
10.7	Client will deposit initial imprest.	Draft	7/25/2024	1 days	7/25/2024	Implementation Manager Client - Decision	--
1	Orientation Training and Roll out Meetings	Draft	7/16/2024	13 days	8/1/2024	--	--
1.1	Discuss with Client on how to communicate change in TPA internally.	Draft	7/16/2024	1 days	7/16/2024	Implementation Manager Client - Decision	--
1.2	Identify Client Corporate and Local training needs (i.e. Web-claim reporting, Luminos, RiskFacs, etc.)	Draft	7/17/2024	1 days	7/17/2024	Client Services Client - Decision	--
1.3	Branch Kick-off Webinar to review Client's Risk Management Program and Highlight Key Elements in the Service Instructions (Client's claims management philosophy, communication expectations, etc.).	Draft	7/30/2024	3 days	8/1/2024	Client Services Client - Input	--
2	Data Needs and System Training	Draft	7/3/2024	18 days	7/26/2024	--	--
2.1	Request samples of existing reports from Client for comparison of what's available in RiskFacs/Luminos.	Draft	7/3/2024	3 days	7/5/2024	Client Services Client - Action	--
2.2	Client to provide list of system users, outlining access type and level of security (if applicable).	Draft	7/24/2024	2 days	7/25/2024	Implementation Manager Client - Action	GB to confirm number of Luminos users.
2.3	Provide schedules to Client for system training (Client Services Manager available for one on one training).	Draft	7/26/2024	1 days	7/26/2024	Client Services	--
3	Outbound Data Transfers	Draft	7/24/2024	4 days	7/29/2024	--	--
3.1	Obtain Client and/or RMIS Vendor IT resource to exchange FTP information.	Draft	7/24/2024	2 days	7/25/2024	Implementation Manager Client - Action	GB to confirm if an outbound data transfer is needed. GB will handle carrier data transfer reporting.
3.2	Provide GB Data Transfer Manual to Client and/or RMIS Vendor IT resource.	Draft	7/26/2024	2 days	7/29/2024	Implementation Manager	--
3.3	Advise GB's IDS team to establish the report recipient, file type and frequency of the data transfer.	Draft	7/28/2024	2 days	7/29/2024	Implementation Manager Client - Decision	--
4	SCHIP Requirements	Draft	7/10/2024	19 days	8/5/2024	--	--
4.1	Identify RRE - Self-Insured (Client) or Large Deductible/Guaranteed Cost (Carrier)	Draft	7/10/2024	1 days	7/10/2024	Implementation Manager	--
4.2	If Client is the RRE, confirm registration and obtain RRE number.	Draft	7/11/2024	3 days	7/15/2024	Implementation Manager Client - Action	--
4.3	Obtain Profile report from Client. Submit profile report and RRE ID to GB-IDS-Requests@gbtpa.com for setup in RiskFacs.	Draft	7/16/2024	15 days	8/5/2024	Implementation Manager Client - Action	--
5	Post Implementation Tasks	Draft	8/7/2024	20 days	9/3/2024	--	--
5.1	Post implementation tasks will be identified once the initial phase is completed.	Draft	8/7/2024	20 days	9/3/2024	None	--

City of Mount Vernon, NY Run-in Summary

Project Manager Status

Status Attributes

Phases

Name	Planned Start	Planned End	Current % Complete	Expected % Complete	Planned Hours	Spent Hours	WBS
Project Planning & Implementation Team Assignment	7/2/2024	7/3/2024	--	--	2	0	1
New Account	7/2/2024	7/10/2024	--	--	6	0	2
Run-in Pre-work	7/5/2024	9/2/2024	--	--	0	0	3
Open File Transfer	8/15/2024	9/25/2024	--	--	0	0	4
Final Data File	10/3/2024	10/24/2024	--	--	0	0	5
Run-in Post Load	10/25/2024	11/4/2024	--	--	0	0	6

Milestones

WBS	Name	State	Planned Start	Duration	Planned End	Assignments	Program Customization Notes
1	Project Planning & Implementation Team Assignment	Draft	7/2/2024	2 days	7/3/2024	--	--
1.1	Build project plan	Draft	7/2/2024	2 days	7/3/2024	Implementation Manager	--
1.2	Review the project plan and approve it.	Draft	7/2/2024	2 days	7/3/2024	Implementation Manager	--
2	New Account	Draft	7/2/2024	7 days	7/10/2024	--	Historical claims transfer effective date is 10/02/2024.
2.1	Receive order, establish effective date and confirm lines of coverage.	Draft	7/2/2024	1 days	7/2/2024	Account Executive	--
2.2	Initial internal call - "Fact Finding Meeting". Confirm basics of program sold including lines of business, program customizations, involved parties, contact information.	Draft	7/3/2024	1 days	7/3/2024	Implementation Manager Account Executive	--
2.3	Client provide notification of TPA change to claims administrator and carrier.	Draft	7/5/2024	3 days	7/9/2024	Client - Action	--
2.4	Contact carrier partner and confirm effective dates.	Draft	7/10/2024	1 days	7/10/2024	Implementation Manager	--
2.5	Implementation/Setup Meeting - Establish date/time for weekly calls, prepare and distribute weekly meeting agendas.	Draft	7/5/2024	2 days	7/8/2024	Implementation Manager Client - Decision	--
3	Run-in Pre-work	Draft	7/5/2024	42 days	9/2/2024	--	--
3.1	Assign historical data transfer liaisons at Client and PRIOR TPA.	Draft	7/5/2024	2 days	7/8/2024	Implementation Manager Client - Action	--
3.2	Schedule initial call with PRIOR TPA to review Carriers involved, time period that GB will be assuming, lines of coverage, valuation date of test file and final file.	Draft	7/10/2024	2 days	7/11/2024	Implementation Manager	--
3.3	Test file production can not be initiated until written approval has been received from all carriers involved.	Draft	7/15/2024	1 days	7/15/2024	Implementation Manager Prior TPA	--
3.4	Obtain historical policy information for all years that GB will be assuming data.	Draft	7/15/2024	5 days	7/19/2024	Implementation Manager Client - Action	--
3.5	Determine if there are any special data element requirements, and receive code "map" of special/custom loss codes. If custom coding, review with Client to ensure an understanding of what is being captured.	Draft	7/26/2024	1 days	7/26/2024	Implementation Manager Client - Input	--
3.6	Request matching detailed loss run from PRIOR TPA for balancing and review purposes of both test and final files.	Draft	7/26/2024	1 days	7/26/2024	Implementation Manager Prior TPA	--
3.7	Once the test file is received, GB will provide an initial assessment of the data, highlighting any potential issues with the data and the Location Mapping contained within the test data.	Draft	8/5/2024	1 days	8/5/2024	Implementation Manager Client - Input	--
3.8	Throughout testing, GB's IDS team will advise if there is any missing policy or pyramid information (work with Client to map or update the missing information).	Draft	8/6/2024	20 days	9/2/2024	Implementation Manager Client - Action	--
3.9	Transfer of PRIOR TPA's historic inventoried closed files to Iron Mountain.	Draft	7/26/2024	20 days	8/22/2024	Implementation Manager Prior TPA	--
4	Open File Transfer	Draft	8/15/2024	30 days	9/25/2024	--	--
4.1	Review the cut off dates for medical bills, benefit payments, bank account close, etc with PRIOR TPA.	Draft	8/15/2024	30 days	9/25/2024	Implementation Manager Prior TPA	--
4.2	PRIOR TPA to provide list of open claims, with detailed contact information, for GB branch use during the Conversion period.	Draft	8/15/2024	30 days	9/25/2024	Implementation Manager Prior TPA	--
4.3	Request PRIOR TPA send notification of claim transfer to GB to all Claimants effected by the change.	Draft	8/15/2024	30 days	9/25/2024	Implementation Manager Prior TPA	--
4.4	PRIOR TPA to provide a 'Hot List' of open claims. Including but not limited to; upcoming mediations, hearings, settlement discussions, etc.).	Draft	8/15/2024	30 days	9/25/2024	Implementation Manager Prior TPA	--
4.5	Provide PRIOR TPA with GB's dropbox email address for medical bills and other correspondence: GBRunin@datadimensions.com	Draft	8/15/2024	30 days	9/25/2024	Implementation Manager	--
5	Final Data File	Draft	10/3/2024	16 days	10/24/2024	--	--
5.1	PRIOR TPA to send final file as of termination date.	Draft	10/3/2024	4 days	10/8/2024	Implementation Manager Prior TPA	--
5.2	Prior TPA to provide final loss run matching final data file.	Draft	10/3/2024	4 days	10/8/2024	Implementation Manager Prior TPA	--
5.3	Once the data conversion is complete, GB to review the final control totals with Client.	Draft	10/23/2024	1 days	10/23/2024	Implementation Manager Client - Action	--

Required Forms

- Section E | The Iran Divestment Act Form
- Section F | Non-Collusive Bidding Certification
- Section G | Bid Bond
- Section H | Certificate at To Corporate Principal



GALLAGHER BASSETT



The Iran Divestment Act Form

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

"Third-Party Claims Administration Services"

Section F

Non-Collusive Bidding Certification

"THIRD-PARTY CLAIMS ADMINISTRATION SERVICES "

Section G

Bid Bond

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2200 Renaissance Blvd. Ste. 400
King of Prussia, PA 19106-2755
Ph. (610) 837-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that yo Gallagher Bassett Services
2850 Golf Rd., Rolling Meadows, IL 60008, as principal (the "Principal"), and
Liberty Mutual Insurance Company, as surety (the
"Surety"), are held and firmly bound unto City of Mount Vernon, New York
1 Roosevelt Square North, Mount Vernon, NY 10550, as obligee (the "Obligee"), in
the penal sum of Five Percent of Amount Bid Dollars (\$ 5%).

for the payment of which sum well and truly to be made the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: 0032-2024 Third Party Claims Administration Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds, as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 28th day of June, 2024.

WITNESS / ATTEST

Amanda Wheeler

Gallagher Bassett Services
(Principal)

By: [Signature] (Seal)
Name:
Title:



Liberty Mutual Insurance Company
(Surety)

By: [Signature]
William F. Krumm Attorney-In-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint William T. Krumm all of the city of Rolling Meadows, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond.

Principal Name: Gallagher Bassett Services
Obligee Name: City of Mount Vernon, New York
Surety Bond Number: Bld Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2024

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of June, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of June, 2024



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ray Camarillo certify that
I am the Secretary of the Corporation named as Principal in the within bond; that,
William T. Krumm who signed the said bond on behalf of
the Principal was then Attorney-In-Fact
of said Corporation: that I know her/his signature, and her/his signature thereto is genuine: and
that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by
authority of this governing body.



(Corporate Seal)

SIGNATURE
Secretary _____

Ray Camarillo

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WHEREAS, this Board of Estimate & Contract did receive a proposal from GALLAGHER BASSETT for “ACCEPTING THE PROPOSAL OF GALLAGHER BASSETT AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY’S LEGAL CLAIMS”; and

WHEREAS, by letter dated July 15, 2024, the Corporation Counsel has recommended the proposal for “GALLAGHER BASSETT AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY’S LEGAL CLAIMS,” be accepted and is, therefore, the most advantageous to the City; NOW, THEREFORE, be it

RESOLVED, that the proposal of GALLAGHER BASSETT, for the aforesaid in an amount not to exceed TWO-HUNDRED SEVENTY-ONE THOUSAND, FIVE HUNDRED NINETY-FIVE (\$271,595.00) DOLLARS, be and the same hereby is accepted; and be it further

RESOLVED, that the certified check, cash, or bid bond for five (5%) percent of said proposal and the deposit of GALLAGHER BASSETT will be retained until the contract with the successful bidder is duly executed.