



CITY COUNCIL SPECIAL SESSION

Monday, July 24, 2023 – 6:00 PM

109 North Kaufman Street, Mount Vernon, Texas 75457

AGENDA

Call to order and announce a quorum is present.

Invocation and Pledges

Citizen Participation (3 minutes)

The Texas Open Meetings Act prohibits the Council from responding to any comments other than to refer the matter to a future agenda, to an existing policy, or to a staff person with specific information. Claims against the City, Council Members, or employees, as well as individual personnel appeals are not appropriate for citizens' forum.

Discussion Items and Mayor/Council/City Administrator Reports

1. Consider and Act upon approval of agreement with Core and Main and Government Capital Corporation.
2. Consider and act upon approval of entering into a professional services contract with NewGen Strategies & Solutions, LLC to conduct a Water and Wastewater Cost Service and Rate Design Study.

Discussion Items and Mayor/Council/City Administrator Reports

2023-2024 budget

HOT Funds

Workshop meetings at 4pm day of Regular Meeting

Presiding Officer to Adjourn the City Council Meeting

Notes to the Agenda:

The Council may vote and/or act upon each of the items listed in this Agenda except for discussion-only items. Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 903-537-2252 two working days prior to the meeting so that appropriate arrangements can be made.

CERTIFICATION

I do hereby certify that this Public Meeting Notice was posted on the outside bulletin board, at the front entrance of City Hall located at 109 N Kaufman St., Mount Vernon, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: **Posted July 21, 2023 by 4:00 p.m. and remained so posted at least 72 hours before said meeting was convened.**

Kathy Lovier, City Secretary

NOTE: The City of Mount Vernon, Texas meets regularly on the second Monday night of each month at 6:00 p.m. The Council follows a printed Agenda for official action. *Any individual desiring official action should submit his/her request to the office of the City Manager not later than fifteen (15) days prior to the Council Meeting.*

/s/ Kathy Lovier

Kathy Lovier, City Secretary



GOVERNMENT CAPITAL CORPORATION

90 SANDLEWOOD TRAIL BROOKHAVEN, MISSISSIPPI 39601 Ph: 800.561.0461
345 MIRON DRIVE SOUTHLAKE, TEXAS 76092 Ph: 817.421.5400
WWW.GOVCAP.COM

July 11, 2023

City of Mount Vernon, TX

Core and Main Bid#: 3010181

Thank you for the opportunity to propose budgetary financing for the purchase of Public Works Technology. The following is submitted for your review and consideration.

LENDER: Government Capital Corporation
ISSUER: City of Mount Vernon, TX
FINANCING STRUCTURE: Texas Public Property Financing Contract Issued Under Local Government Code Section 271.005

ESTIMATED COST: \$447,169.22
TERM: 7 ANNUAL PMTS 10 ANNUAL PMTS
INTEREST RATE: 5.25% 5.35%
PAYMENT AMOUNT: \$79,540.88 \$60,076.77
PAYMENTS BEGINNING: July 2024 or one year from funding

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time. The above payment amount includes all applicable fees expressed as 0.020. These costs can include documentation fees, legal fees, issuance expenses, etc.

If you have any questions regarding other payment terms, frequencies, or conditions, please call me at (800) 561-0461 or email at dc.greer@govcap.com.

Submitted by

D.C. Greer
Sr Vice President
Government Capital Corporation

cc: Shellie Rabroker - Core and Main

The transaction described herein is an arm's length commercial transaction between you and Government Capital Corporation. The terms of the proposed financing are provided solely in response to your specific inquiry and for your professional consideration.





Bid Proposal for City of Mount Vernon, TX AMI Neptune Pricing

CUSTOMER

All Bidders

Job

City of Mount Vernon, TX AMI Neptune Pricing
Mount Vernon, TX
Bid Date: 07/07/2023
Bid #: 3022023

CONTACT

Sales Representative

Cory Castagnola
(T) 903-592-8221
(F) 903-593-7783
Cory.Castagnola@coreandmain.com

Core & Main

3090 NNE Loop 323
Tyler, TX 75708
(T) 903-592-8221

NOTES

This quote represents our interpretation of material we may furnish for this job and is not guaranteed as to accuracy of sizes, quantities, or other descriptions. Core & Main is not liable for delivery delays, cancellations or price increases resulting from any cause beyond our control. These include but are not limited to: Manufacturers' shortages, availability or timeliness of transportation, material, fuels, or supplies.



Bid Proposal for City of Mount Vernon, TX AMI Neptune Pricing

All Bidders
Job Location: Mount Vernon, TX

Bid Date: 07/07/2023

Core & Main 3022023

Core & Main

3090 NNE Loop 323

Tyler, TX 75708

Phone: 903-592-8221

Fax: 903-593-7783

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
		QUOTE # 0001077			
20					
30	1054	T10 5/8X3/4 USG R900I PROCODER W/ 6' ANT ED2B31RPWG11SG89	EA	251.00	264,554.00
40	76	T10 1 R900I PROCODER USG BRZ W/6'EXT ANT ED2F21RPWG11SG89	EA	484.00	36,784.00
50	4	T10 1-1/2 USG R900I PROCODER FLG BRZ W/6'ANT ED2H11RPWG11SG89	EA	841.50	3,366.00
60	34	T10 2 USG R900I PROCODER FLG W/6'ANT ED2J11RPWG11SG89	EA	1,031.33	35,065.22
70	1054	NEPTUNE 5/8 X 3/4 METER INSTALLATION	EA	67.00	70,618.00
80	76	NEPTUNE 1" METER INSTALLATION	EA	72.50	5,510.00
90	4	NEPTUNE 1-1/2" METER INSTALLATION	EA	425.00	1,700.00
100	34	NEPTUNE 2" METER INSTALLATION	EA	455.00	15,470.00
110	1	MRX920 V4E DATA COLLECTOR 13655-300	EA	9,000.00	9,000.00
120	1	NEPTUNE TRAINING & IMPLEMENT.	EA	1,650.00	1,650.00
140	1	NEPTUNE 13458-000 GATEWAY V4 CELLULAR (CDMA/GPRS)	EA	10,350.00	10,350.00
150	1	13070-100 OUTDOOR UPS SYSTEM	EA	2,420.00	2,420.00
160	1	NEPT R900 GATEWAY RF ANTENNA 13146-100	EA	400.00	400.00
170	1	KIT EXT CELLULAR ANTENN. MT FB/GWV2	EA	345.00	345.00
190	1476	NEPTUNE 360 AMI SUB SAAS PF TIER 3 1001-2500 13980-203	EA	4.05	5,977.80
220	1	NEPTUNE 360 AMI SET UP FEE (SAAS PF) 13980-002	EA	4,075.00	4,075.00
240	1	GATEWAY COLLECTOR INSTALL. FOR ONE CONNECTION	EA	23,125.00	23,125.00
280					
290					
300					
310					
320					
330					
		THIS QUOTE IS FOR ONE GATEWAY COLLECTOR. IF THE NEPTUNE PROPAGATION STUDY DETERMINES MORE THAN ONE COLLECTOR IS REQUIRED, THE QUOTE WILL BE REVISED.			



Bid Proposal for City of Mount Vernon, TX AMI Neptune Pricing

Bid #: 3022023

Seq#	Qty	Description	Units	Price	Ext Price
				Sub Total	490,410.02
				Tax	0.00
				Total	490,410.02

Branch Terms:

This Bid Proposal is contingent upon Buyer's acceptance of the following provisions: Conditions affecting pricing, delivery or availability of materials are set forth herein and this Bid Proposal is contingent upon Buyer's acceptance of same. The provisions contained in this Bid Proposal supersede any Buyer bid or contract documents expressly identifying fixed pricing for duration of the project. Core & Main takes exception to any differing or conflicting provisions unless expressly defined in the purchase order contract and agreed upon in writing by buyer and Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

January 7, 2023
via email: clindholm@comvtx.com

Craig Lindholm
City Administrator
City of Mount Vernon
109 North Kaufman Street
Mount Vernon, TX 75457

Exhibit A

Subject: Proposal to Conduct a Water and Wastewater Cost Service and Rate Design Study

Mr. Lindholm:

NewGen Strategies & Solutions, LLC (NewGen) is pleased to offer its services to the City of Mount Vernon (City) to conduct a comprehensive water and wastewater cost of service and rate design study.

Proposed Scope of Services

NewGen proposes to conduct this analysis in a timely and efficient manner, with the work laid out in the following phases:

- **Phase 1 – Determine the Revenue Requirement**
- **Phase 2 – Design Rates**
- **Phase 3 – Issue a Draft and Final Report**

A brief overview of the work to be accomplished during each of the phases is provided below.

Phase 1 – Determine the Revenue Requirement

In this phase, NewGen will gather the necessary data required to determine the cost of providing water and wastewater services. Data to be collected will include budgets, audited financial statements, capital improvement plan, loan documents, water pumpage and usage records, etc. NewGen will plan an on-site visit to meet with the appropriate City staff in order to ensure our understanding of the goals for the study, review data provided, review relevant system history, and answer questions from City staff.

Once the necessary data has been collected, NewGen will review the historical and projected trends with regard to operations and maintenance costs, debt service, capital improvements, water usage, etc. NewGen will adjust expenditures as necessary (normalize, annualize, etc.) in order to develop an annual revenue requirement that is representative of the utility's financial needs. This would include funding for the capital improvements planned for the utilities as well as recurring renewals and replacements to ensure the utilities remain in good working condition. Further, NewGen will incorporate the impact fees, currently under development, and their expected impact on the funding necessary from rates.

If appropriate, during this phase, we will utilize the base-extra capacity methodology to separate water related costs into three primary cost components: 1) base costs; 2) extra-capacity costs; and 3) customer costs. The base-extra capacity allocation will determine the level of peaking associated with customer classes, which impacts the City's required storage, water treatment capacity, etc. The greater a

customer class's peaking factor, the greater the potential "extra capacity" charge for that particular customer class.

Upon completion of this phase we will have developed a five-year revenue requirement forecast, by customer class, for the water and wastewater utilities.

Task 1 Deliverables

- Kick-off meeting
- Preliminary revenue requirement
- Final revenue requirement

Phase 2 – Design Rates

In Phase 2, we will develop a rate structure that will recover the revenue requirement, as defined in Phase 1. In many cases it is the rate structure that will determine whether or not a new set of rates will be accepted by the utility's customers. NewGen's work in the Public Utility Commission of Texas venue, and familiarity with the regulatory environment in Texas, will ensure that all rate design issues are fully vetted. A clear and distinct understanding of the City's overall goals will serve as a basis for the development of the proposed rates.

Task 2 Deliverables

- Preliminary rates
- Conference call to review the preliminary cost of service and rates
- Final rates

Phase 3 – Issue a Draft and Final Report

Upon completion of Phase 2, NewGen will issue a draft report that summarizes our financial analysis, methodology, and rate recommendations. A conference call will be held with City staff to discuss any staff recommended changes to the draft report, with a final report issued within one week of receiving the final comments from the City. A presentation of the final report will then be made to the City Council, including a PowerPoint summarizing our findings and recommendations.

Task 3 Deliverables

- Issue a draft report
- Issue a final report
- Presentation to the City Council

Project Fees

The proposed study will be billed using our standard billing rates based on hours actually worked for a not-to-exceed price of **\$32,500**.

Standard billing rates associated with the team on this project are listed in the following table. Out-of-pocket expenses will be billed on a cost basis (i.e., with no mark-up).

**NewGen Strategies and Solutions
2023 Billing Rates**

Position	Hourly Billing Rate
Partner	\$250 – \$385
Principal	\$235 – \$385
Senior Manager	\$210 – \$265
Manager	\$185 – \$210
Senior Consultant	\$160 – \$185
Consultant	\$150 – \$160
Administrative Services	\$120

Note: Billing rates are subject to change based on annual reviews and salary increases.

Project Schedule

Assuming timely responses to data requests and reviews, NewGen expects to be able to provide draft rates within 90 days of notice to proceed.

We appreciate the opportunity to propose this work. If there are any questions regarding this proposal, please feel free to contact me.

Sincerely,

NewGen Strategies and Solutions, LLC



Grant Rabon
Partner

cc: Kathy Lovier (klovier@comvtx.com)

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is dated _____ by and between **NewGen Strategies and Solutions, LLC** ("Consultant"), with offices at 8140 North Mopac Expressway, Suite 1-240, Austin, TX 78759 and the **City of Mount Vernon** ("Client"), with a mailing office at 109 North Kaufman Street, Mount Vernon, TX 75457.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Consultant and Client agree Consultant will perform services as described in Exhibit A.
2. **Independent Contractor:** Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
3. **Standard of Care:** Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
4. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
5. **Fee for Services:** The fee for services associated with Exhibit A will be based on the actual hours of services furnished multiplied by Consultant's billing rates as of the date of its monthly invoice plus all reasonable expenses directly related to the services furnished under Exhibit A, or as otherwise set forth in Exhibit A.
6. **Payment:** Client shall pay Consultant for services furnished under this Agreement upon

submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the current billing rate of the respective consultant. Additionally, Client shall reimburse Consultant monthly for reasonable expenses at cost. Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

Remit Payment To: 275 W. Campbell Road, Suite 440 Richardson, TX 75080. Contact Lauree Kiely at 972-590-8940 for ACH Payment Information.

- 7. Indemnity:** To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client and its directors, officers, shareholders and employees from and against any liability (including without limitation, reasonable costs and attorneys' fees) incurred by Client to the extent caused by Consultant's negligent acts, errors or omissions, including judgments in favor of any third party.

To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its directors, officers, shareholders, employees and subconsultants from and against any liability (including, without limitation, reasonable costs and attorney's fees) incurred by Consultant to the extent caused by Client's negligent acts, errors or omissions, including judgments in favor of any third party.

Each party (the "First Party") specifically and expressly waives its immunity under applicable worker's compensation and industrial insurance laws regarding liability against the other party (the "Second Party") for actions brought by any of the First Party's employees against the Second Party, to the extent the liability is caused by the First Party's negligent acts, errors or omissions.

- 8. Reperformance of Services:** If Client believes any of the services provided under this Agreement do not comply with the terms of this Agreement, Client shall promptly notify Consultant to permit Consultant an opportunity to investigate. If the services do not meet the applicable standard of care, it will promptly reperform the services at no additional cost to Client, including assisting Client in selecting remedial actions. If Client fails to provide Consultant with prompt notice of non-compliance and an opportunity to investigate and reperform its services, Consultant's total obligation to Client will be limited to the costs Consultant would have incurred to reperform the services.

9. **Insurance:** Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

10. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

11. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. \$150,000.00), whichever is greater.

12. **No Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of operation expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost. This section does not apply to the

cost of Consultant performing the Scope of Services.

15. **Safety and Security:** Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution:** Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act.

18. **Miscellaneous:**

- a. This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
- b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed or when read receipt is transmitted and received by client if sent via email to the address below:

Client: City of Mount Vernon
 Attention: Craig Lindholm
 Email Address: clindholm@comvtx.com
 Address: 109 North Kaufman Street
 Mount Vernon, TX 75457

Consultant: NewGen Strategies and Solutions, LLC
Attention: Grant Rabon
Email Address: grabon@newgenstrategies.net
Address: 8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759

Copy To: Lauree Kiely
NewGen Strategies and Solutions, LLC
275 W. Campbell Road, Suite 440
Richardson, TX 75080
lkiely@newgenstrategies.net

- c. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.
- d. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- e. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
- f. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- g. This Agreement shall not be construed against Consultant only on the basis that Consultant drafted the Agreement.
- h. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.
- i. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement the date first written above.

City of Mount Vernon

Signature _____

Name _____

Title _____

Date _____

NewGen Strategies and Solutions, LLC

Signature _____

Name _____

Title _____

Date _____

Exhibit A – Letter Proposal