

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

Tuesday, December 30, 2025
3:00 PM

MAYOR'S CONFERENCE ROOM - 1st FLOOR

Board of Estimate & Contract

NICOLE BONILLA, MBA
City Clerk

JORDAN RIULLANO, JD
Deputy City Clerk

Call to Order: At 3:00 PM by Chairwoman Mayor Shawyn Patterson-Howard

Roll Call: Roll Call and reading of agenda items administered by City Clerk Nicole Bonilla. Noticed in the Journal News.

OTHERS: Chief of Staff Malcolm Clark, Asst. Corporation Counsel Johan Powell, Deputy City Clerk Jordan A. Riullano, Assistant Comptroller Condell Hamilton

ADMINISTRATION OF THE AGENDA**RESOLUTIONS APPROVING ORDINANCES**

1. [**TMP
-1802**](#) Department of Public Safety: An Ordinance Authorizing the Mayor to enter into a Retroactive Renewal Agreement with Motorola Solutions, Inc. for the Installation of Fixed Video Equipment and the Provision of Related Services for the Period July 1, 2025, through June 30, 2026

Code: PSC

2. [**TMP
-1823**](#) Mayor's Office: An Ordinance Authorizing a Six-Month Extension of the Separation Date and Continuation of City-Contributed Health Benefits for Officer Derek Williams

Code: PSC

3. [**TMP
-1825**](#) Comptroller: An Ordinance Authorizing the Mayor to Enter Retroactive into a Renewal Lease Agreement with WEST-H.E.L.P. (H.E.L.P. USA, Inc.) for City-Owned Property Located at 230 and 240 South Franklin Avenue - (COMP2025-26)

Code: FP

DEPARTMENT OF PUBLIC WORKS - REQUEST TO MAKE PARTIAL PAYMENT

4. [**TMP
-1817**](#) Department of Public Works: A Resolution Authorizing Partial Payment No. 2 for the Resurfacing of Various Streets in the City of Mount Vernon - (2025-2027) to Petrillo Contracting, Inc. - \$227,016.49

TAX REVIEW SETTLEMENTS

5. [**TMP
-1830**](#) Resolution for Tax Settlement for Fleetwood Stores LLC (700 Locust Avenue) - \$23,981.14
6. [**TMP
-1831**](#) Resolution for Tax Settlement for Fleetridge Owners Inc. (600-642 Locust Street) - \$76,455.78
7. [**TMP
-1835**](#) Resolution for Tax Settlement for Daniella Realty (4N 3rd Avenue) - \$26,023.32

RETENTION OF LAND USE COUNSEL

8. **TMP**
-1836 Law Department: Retention of Karl A. Scully to serve as Land Use Counsel for the Architectural Review Board, Zoning Board and Planning Board

ADD-ON (ON FLOOR AT BOE MEETING)

9. **TMP**
-1828 Department of Public Safety: An Ordinance Authorizing the Mayor to Enter into a Contract with Motorola Solutions, Inc. for a Drone as a First Responder

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

File #: TMP -1802

Agenda Date: 1/14/2026

Agenda #: 1.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on December 23, 2025, and signed by the Mayor on December 24, 2025, authorizing a Six-Month Extension of the Separation Date and Continuation of City-Contributed Health Benefits for Officer Derek Williams - (during the authorized extension period, the City shall continue to contribute its designated share of Officer Derek Williams' health insurance benefits, subject to and in accordance with applicable law, collective bargaining agreements, and City policies); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING A RETROACTIVE RENEWAL AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE INSTALLATION OF FIXED VIDEO EQUIPMENT AND THE PROVISION OF RELATED SERVICES FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026

Whereas, in correspondence dated December 9, 2025, the Acting Commissioner/Chief of the Department of Public Safety formally requested authorization for the Mayor of the City of Mount Vernon to enter into a renewal agreement with Motorola Solutions, Inc., including its Avigilon camera services, for the provision of citywide video equipment subscription and related services for the period July 1, 2025, through June 30, 2026; and

Whereas, the City of Mount Vernon has prioritized the enhancement of public safety through the use of modern technology, including citywide video surveillance systems installed at major intersections and other strategic locations; and

Whereas, in 2024, the City partnered with Motorola Solutions, Inc. to install and integrate a citywide video camera network that provides hardware, software, and system integration support to modernize public-safety operations; and

Whereas, the Motorola Solutions system has improved situational awareness, enabled real-time video access for first responders, enhanced evidence gathering, and strengthened cross-departmental coordination among City agencies; and

Whereas, the City seeks to continue this partnership through a renewal agreement with

Motorola Solutions, Inc. for fixed video equipment installation and related services for the period of July 1, 2025, through June 30, 2026; and

Whereas, the total cost of the proposed renewal agreement is **Thirty-Nine Thousand Four Hundred Twenty-Eight Dollars (\$39,428.00)** for video equipment installation and **Twenty-Five Thousand Seventy-Seven Dollars (\$25,077.00)** for services; and

Whereas, funding for this agreement has been received and is available through Budget Line **A3389.3 (Operation Impact - GIVE Grant)** and expenditures shall be paid from Budget Line **A3120.203**; and

Whereas, due to the timing of the grant funding and continuity of services, it is necessary for the City Council to enact retroactive legislation authorizing the Mayor to enter into and execute said renewal agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:

Section 1. Authorization of Agreement. The Mayor of the City of Mount Vernon is hereby authorized to retroactively enter into and execute a renewal agreement with Motorola Solutions, Inc. for the installation of fixed video equipment and the provision of related services for the period commencing July 1, 2025, and ending June 30, 2026.

Section 2. Cost and Funding Source. The total cost of the agreement, in an amount not to exceed Sixty-Four Thousand Five Hundred Five Dollars (\$64,505.00), shall be funded through monies received in Budget Line A3389.3 (Operation Impact - GIVE Grant) and paid from Budget Line A3120.203, or such other properly authorized budget lines as may be available.

Section 3. Retroactive Effect. This Ordinance shall be deemed retroactive to July 1, 2025, in order to authorize and ratify all actions taken in furtherance of the agreement during the stated contract period.

Section 4. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance shall be adjudged invalid or unconstitutional by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the specific portion directly involved in the controversy.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.



MOUNT VERNON POLICE DEPT
DEPARTMENT OF PUBLIC SAFETY
ROOSEVELT SQUARE -MOUNT VERNON, NY 10550

P - (914) 665-2500

SHAWYN PATTERSON-HOWARD
MAYOR

MARCEL OLIFIERS
ACTING COMMISSIONER/CHIEF OF OPERATIONS
JENNIFER LACKARD
DEPUTY COMMISSIONER OF WELLNESS & REFORM
GREGORY ADDISON
DEPUTY CHIEF

12/9/2025

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

Subject: Motorola Solutions Agreement - Install Fixed Video Equipment and Services (July 1, 2025 to June 30, 2026)

Dear Council Members:

This letter comes to request that retroactive legislation be enacted that will enable the Mayor to enter a renewal agreement with Motorola Solutions for citywide video equipment installation and services. This is a renewal of the current agreement, with the cost of **\$39,428.00** for video equipment installation and **\$25,077.00** for services from July 1, 2025 to June 30, 2026. Funds have been received into budget line A3389.3 (Operation Impact- GIVE Grant) and will be paid from budget line **A3120.203**.

We partnered with Motorola Solutions in 2024 to install the citywide video-camera network at major intersections. Their team provided the hardware, software, and integration support needed to modernize our public-safety technology. The project focused on increasing situational awareness and providing real-time video access to first responders. Motorola's system also improved evidence gathering and response coordination across departments. This partnership marked a major step forward in strengthening safety and security throughout the city.

We respectfully request legislation from Your Honorable Body authorizing the above agreement.

Sincerely,

Marcel Olifiers
Acting Commissioner/Chief of Dept

cc: Mayor
Law Department



MOUNT VERNON POLICE DEPT
DEPARTMENT OF PUBLIC SAFETY
Comptroller ROOSEVELT SQUARE -MOUNT VERNON, NY 10550



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 -1823

Agenda Date: 12/23/2025

Agenda #: 2.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on December 23, 2025, and signed by the Mayor on December 24, 2025, authorizing the Mayor to enter into a Retroactive Renewal Agreement with Motorola Solutions, Inc. for the Installation of Fixed Video Equipment and the Provision of Related Services for the Period July 1, 2025, through June 30, 2026 - (the total cost of the agreement, in an amount not to exceed Sixty-Four Thousand Five Hundred Five Dollars (\$64,505.00), shall be funded through monies received in Budget Line A3389.3 (Operation Impact - GIVE Grant) and paid from Budget Line A3120.203, or such other properly authorized budget lines as may be available); be it so, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING A SIX-MONTH EXTENSION OF THE SEPARATION DATE AND CONTINUATION OF CITY-CONTRIBUTED HEALTH BENEFITS FOR OFFICER DEREK WILLIAMS

Whereas, in correspondence dated December 18, 2025, Mayor Shawyn Patterson-Howard formally requested authorization for a six-month extension of Officer Derek Williams' separation date from City service, extending such separation date through June 30, 2026, solely for the purpose of permitting the completion of retirement, benefits-related, and other required administrative processes; and

Whereas, the City of Mount Vernon employs sworn police officers pursuant to applicable provisions of New York State law, the City Charter, Civil Service Law, and collective bargaining agreements; and

Whereas, Officer Derek Williams has been out of active duty status since April 2023; and

Whereas, following a review of the facts and circumstances surrounding Officer Williams' employment status, it has been determined that a limited extension of his separation date is appropriate in order to allow additional time to complete outstanding retirement, benefits-related processes, documentation, and benefit elections; and

Whereas, applicable state law permits the City to proceed with termination of employment; however, the proposed extension is intended to ensure an orderly, compassionate, and administratively sound resolution of Officer Williams' employment status; and

Whereas, during the proposed extension period, the City would continue to contribute its designated share of Officer Williams' health insurance benefits in accordance with applicable law and City policy; and

Whereas, the City Council finds that authorizing a defined, six-month extension is in the best interests of the City and does not create an ongoing obligation or precedent beyond the terms expressly stated herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON AS FOLLOWS:

Section 1. Authorization of Extension of Separation Date. The City Council hereby authorizes a six-month extension of Officer Derek Williams' separation date from City service, extending such separation date through June 30, 2026, solely for the purpose of permitting the completion of retirement, benefits-related, and other required administrative processes.

Section 2. Continuation of City-Contributed Health Benefits. During the authorized extension period, the City shall continue to contribute its designated share of Officer Derek Williams' health insurance benefits, subject to and in accordance with applicable law, collective bargaining agreements, and City policies.

Section 3. Administrative Assistance. The appropriate City departments are hereby authorized and directed to provide reasonable administrative assistance to facilitate the completion of required documentation, retirement processing, and benefit elections during the extension period.

Section 4. Limitation of Authorization. The authorization granted herein is limited to the six-month period specified and shall not be construed as:

- (a) creating a right to continued employment beyond June 30, 2026;
- (b) waiving the City's authority under applicable law; or
- (c) establishing a precedent for any other employee or circumstance.

Section 5. Severability. If any clause, sentence, paragraph, subdivision, section, or part of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the portion directly involved in the controversy.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.

Mayor Office

SHAWYN PATTERSON-HOWARD, MPA
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY 10550
(914) 665-2362 – Fax: (914) 665-6173

MALCOLM CLARK
Chief of Staff
KHENDRA DAVID
Deputy Chief of Staff

December 18, 2025

City Council
City Hall
1 Roosevelt Square
Mount Vernon, NY 10550

Request for Legislative Action – Extension of Separation Date and Health Benefits for Officer Derek Williams

Honorable Members of the City Council

I write to request that the City Council consider and adopt the necessary legislation to authorize and formalize a six-month extension of the separation date and City-contributed health benefits for Officer Derek Williams.

Following a review of the facts and circumstances surrounding Officer Williams' employment status, I have determined that a limited extension of his separation date, through June 30, 2026, is appropriate to allow additional time to complete outstanding retirement and benefits-related processes. Officer Williams has been out of active duty since April 2023. While applicable state law permits the City to proceed with termination, this proposed extension is intended to ensure an orderly and compassionate resolution of his employment status.

During the extension period, the City would continue to contribute its designated share of Officer Williams' health insurance benefits, and support may be provided to facilitate the completion of required documentation and benefit elections.

To effectuate this determination, I respectfully request that the City Council introduce and adopt legislation authorizing the extension of Officer Williams' separation date and the continuation of City-contributed health benefits for the specified six-month period.

Thank you for your prompt attention to this important matter.

In Service,

A handwritten signature in blue ink that reads "Shawyn Patterson Howard".

Shawyn Patterson-Howard, Mayor
City of Mount Vernon, NY

"The Jewel of Westchester"



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 -1825

Agenda Date: 1/14/2026

Agenda #: 3.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on December 23, 2025, and signed by the Mayor on December 24, 2025, authorizing the Mayor to Enter Retroactive into a Renewal Lease Agreement with WEST-H.E.L.P. (H.E.L.P. USA, Inc.) for City-Owned Property Located at 230 and 240 South Franklin Avenue - (COMP2025-26) - (Term of Lease. The lease shall be for a term of five (5) years, retroactive to January 1, 2025, and ending on December 31, 2029, with an option for one (1) additional five-year renewal term, subject to City approval in accordance with applicable law. **Rent and Financial Obligations.**

- A. The Lessee shall pay annual rent in the amount of \$420,000, payable in equal monthly installments of \$35,000.
- B. The Lessee shall be solely responsible for all taxes, assessments, utilities, insurance, maintenance, and operating expenses associated with the Premises.
- C. All rental revenue shall be deposited into Revenue Account A-2420 - Rental of Real Property.

; be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RETROACTIVE RENEWAL LEASE AGREEMENT WITH WEST-H.E.L.P. (H.E.L.P. USA, INC.) FOR CITY-OWNED PROPERTY LOCATED AT 230 AND 240 SOUTH FRANKLIN AVENUE (COMP2025-26)

Whereas, in correspondence dated December 22, 2025, the Comptroller formally requested authorization for the Mayor of the City of Mount Vernon to enter into retroactive a lease agreement with WEST-H.E.L.P., also known as H.E.L.P. USA, Inc., for the City-owned property located at 230 and 240 South Franklin Avenue, Mount Vernon, New York, substantially in the form presented to the City Council and the Board of Estimate and Contract; and

Whereas, the City of Mount Vernon (“City”) is the owner of certain real property located at 230 and 240 South Franklin Avenue, Mount Vernon, New York (the “Premises”); and

Whereas, the City and WEST-H.E.L.P., also known as H.E.L.P. USA, Inc. (“Lessee”), originally entered into a lease agreement on or about March 1, 2006, for a five-year term with renewal options; and

Whereas, the original lease expired on February 28, 2016, and the Lessee has continued to occupy the Premises pursuant to a holdover arrangement; and

Whereas, WEST-H.E.L.P., in coordination with Westchester County, utilizes the Premises to provide critical transitional housing and supportive services to homeless families, serving an important public purpose; and

Whereas, the City has undertaken a comprehensive review of the prior lease agreement and has obtained an updated appraisal, including an assessment of current market rental values for the Premises; and

Whereas, based upon such review and appraisal, the City has negotiated a new lease agreement that formalizes continued occupancy under revised and financially appropriate terms; and

Whereas, the proposed lease agreement provides for a five-year term, retroactive to January 1, 2025, and expiring on December 31, 2029, with an option for one additional five-year renewal term, subject to City approval; and

Whereas, the proposed lease requires an annual rental payment of Four Hundred Twenty Thousand Dollars (\$420,000), payable in equal monthly installments of Thirty-Five Thousand Dollars (\$35,000); and

Whereas, under the proposed lease, the Lessee shall be responsible for the payment of all applicable taxes, assessments, utilities, insurance, maintenance, and operating costs associated with the Premises; and

Whereas, lease revenue generated pursuant to this agreement shall be credited to Revenue Account A-2420 - Rental of Real Property; and

Whereas, the City Council and the Board of Estimate and Contract find that approval of this lease agreement is in the best interests of the City of Mount Vernon, as it ensures responsible management of City-owned property while supporting essential housing services;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:

Section 1. Authorization of Lease Agreement. The Mayor of the City of Mount Vernon is hereby authorized and directed to enter into a retroactive lease agreement with WEST-H.E.L.P., also known as H.E.L.P. USA, Inc., for the City-owned property located at 230 and 240 South Franklin Avenue, Mount Vernon, New York, substantially in the form presented to the City Council and the Board of Estimate and Contract.

Section 2. Term of Lease. The lease shall be for a term of five (5) years, retroactive to January 1, 2025, and ending on December 31, 2029, with an option for one (1) additional five-year

renewal term, subject to City approval in accordance with applicable law.

Section 3. Rent and Financial Obligations.

D. The Lessee shall pay annual rent in the amount of \$420,000, payable in equal monthly installments of \$35,000.

E. The Lessee shall be solely responsible for all taxes, assessments, utilities, insurance, maintenance, and operating expenses associated with the Premises.

F. All rental revenue shall be deposited into Revenue Account A-2420 - Rental of Real Property.

Section 4. Approval by the Board of Estimate and Contract. Execution of the lease agreement is further subject to approval by the Board of Estimate and Contract, as required by the Charter of the City of Mount Vernon.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.



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

Darren M. Morton, Ed.D., CPRP, CMFO
Comptroller

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2303

December 22, 2025

The Honorable City Council
City Hall
1 Roosevelt Square
Mount Vernon, NY 10550

RE: COMP2025-26 – Renewal of Lease Agreement with WEST-HELP for 230 & 240 Franklin Ave

Honorable Members of the Mount Vernon City Council and Board of Estimates and Contracts,

I respectfully request that the Mount Vernon City Council (“Council”) enact the necessary legislation authorizing the Mayor to enter into a lease agreement between the City of Mount Vernon and WEST-H.E.L.P., also known as H.E.L.P. USA, Inc., for City-owned property located at 230 and 240 South Franklin Avenue, Mount Vernon, New York.

By way of background, the City and WEST-H.E.L.P. originally entered into a lease agreement on March 1, 2006, for a five-year term with renewal options, which expired on February 28, 2016. Since that time, WEST-H.E.L.P. has continued to occupy the premises under a holdover arrangement. Following a comprehensive review of the prior agreement and the completion of an updated appraisal, including an assessment of market rental values, the attached draft lease agreement has been negotiated to formalize continued occupancy under revised and financially appropriate terms.

The proposed agreement provides for a five-year lease term, retroactive to January 1, 2025, through December 31, 2029, with an option for one additional five-year renewal period. The annual lease payment is \$420,000, payable in equal monthly installments of \$35,000. In addition, the Lessee is responsible for the payment of all applicable taxes, assessments, utilities, and operating costs associated with the property.

Execution of this lease agreement will allow WEST-H.E.L.P., in coordination with Westchester County, to continue providing critical transitional housing and supportive services to homeless families, while ensuring that the City of Mount Vernon receives appropriate and consistent rental revenue from its real property assets. Lease revenue will be credited to Revenue Account A-2420 – Rental of Real Property.

I respectfully request the Council’s consideration and approval of this matter to authorize execution of the lease agreement. Should you require any additional information or clarification, please do not hesitate to contact my office.

Respectfully,

Darren M. Morton, Ed.D., CPRP, CMFO
Comptroller

cc: Mayor Shawyn Patterson-Howard
Corporation Counsel
File



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 -1817

Agenda Date: 12/30/2025

Agenda #: 4.

Board of Estimate & Contract:

A RESOLUTION AUTHORIZING PARTIAL PAYMENT NO. 2 FOR THE RESURFACING OF VARIOUS STREETS IN THE CITY OF MOUNT VERNON - (2025 - 2027) TO PETRILLO CONTRACTING, INC.

WHEREAS, by letter dated December 11, 2025, the Commissioner of the Department of Public Works certified that the work performed under the contract between the City of Mount Vernon (the “City”) and Petrillo Contracting, Inc. (the “Contractor”) for the resurfacing of various streets within the City has been completed in a good and substantial manner by the Contractor; and

WHEREAS, pursuant to the terms of said contract, the Contractor is entitled to receive Partial Payment No. 2 in the amount of Two Hundred Twenty-Seven Thousand Sixteen Dollars and Forty-Nine Cents (\$227,016.49); **NOW, THEREFORE, BE IT**

RESOLVED, that the City Comptroller is hereby authorized and directed to process Partial Payment No. 2 to Petrillo Contracting, Inc. in the amount of \$227,016.49, as certified by the Commissioner of Public Works; and **BE IT FURTHER**

RESOLVED, that the payment draft shall be delivered to the Office of the Corporation Counsel, who shall release the funds to the Contractor upon receipt of proof that no liens exist against the project and contingent upon the Contractor’s submission of all required documentation; and **BE IT FURTHER**

RESOLVED, that funds for this payment are available under Budget Code H5110.203 C965, which is fully (100%) reimbursable through the New York State Consolidated Local Street and Highway Improvement Program (CHIPS).

**A RESOLUTION AUTHORIZING PARTIAL
PAYMENT NO. 2 FOR THE RESURFACING
OF VARIOUS STREETS IN THE CITY OF
MOUNT VERNON - (2025 – 2027)
TO PETRILLO CONTRACTING, INC.**

WHEREAS, by letter dated December 11, 2025, the Commissioner of the Department of Public Works certified that the work performed under the contract between the City of Mount Vernon (the “City”) and Petrillo Contracting, Inc. (the “Contractor”) for the resurfacing of various streets within the City has been completed in a good and substantial manner by the Contractor; and

WHEREAS, pursuant to the terms of said contract, the Contractor is entitled to receive Partial Payment No. 2 in the amount of Two Hundred Twenty-Seven Thousand Sixteen Dollars and Forty-Nine Cents (\$227,016.49); **NOW, THEREFORE, BE IT**

RESOLVED, that the City Comptroller is hereby authorized and directed to process Partial Payment No. 2 to Petrillo Contracting, Inc. in the amount of \$227,016.49, as certified by the Commissioner of Public Works; and **BE IT FURTHER**

RESOLVED, that the payment draft shall be delivered to the Office of the Corporation Counsel, who shall release the funds to the Contractor upon receipt of proof that no liens exist against the project and contingent upon the Contractor’s submission of all required documentation; and **BE IT FURTHER**

RESOLVED, that funds for this payment are available under Budget Code H5110.203 C965, which is fully (100%) reimbursable through the New York State Consolidated Local Street and Highway Improvement Program (CHIPS).



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 -1830

Agenda Date: 12/30/2025

Agenda #: 5.

Board of Estimate & Contract:

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 60936/21
63373/22
65285/23
67307/24

PREMISES: 700 LOCUST AVENUE
PETITIONER: FLEETWOOD STORES LLC

Tax Map No.: 165.21-1025-1

Year(s)	Reduced From	Reduced To	Reduction	Tax to be Refund City
2021	\$90,000	\$83,600	\$6,400	\$2,820.10
2022	\$90,000	\$78,591	\$11,409	\$5,309.63
2023	\$90,000	\$68,571	\$21,429	\$10,741.50
2024	\$90,000	\$80,160	\$9,840	\$5,109.91

Total	\$23,981.14	□
-------	-------------	---

TOTAL REFUND: **\$23,981.14** without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be

it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:
OF COUNSEL

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

APPROVED:

OFFICE OF THE CORPORATION COUNSEL
Dept. LAW

Clerk

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 60936/21
63373/22
65285/23
67307/24

PREMISES: 700 LOCUST AVENUE
PETITIONER: FLEETWOOD STORES LLC

Tax Map No.: 165.21-1025-1				
Year(s)	Reduced From	Reduced To	Reduction	Tax to be Refunded by City
2021	\$90,000	\$83,600	\$6,400	\$2,820.10
2022	\$90,000	\$78,591	\$11,409	\$5,309.63
2023	\$90,000	\$68,571	\$21,429	\$10,741.50
2024	\$90,000	\$80,160	\$9,840	\$5,109.91
Total				\$23,981.14

TOTAL REFUND: \$23,981.14 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

OF COUNSEL

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk



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 -1831

Agenda Date: 12/30/2025

Agenda #: 6.

Board of Estimate & Contract:

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 65288/23
67569/24

PREMISES: 600-642 LOCUST STREET
PETITIONER: FLEETRIDGE OWNERS, INC.

Tax Map No.: 165.29-1026-10

Year(s)	Reduced From	Reduced To	Reduction	Tax to be Refund City
2023	\$380,000	\$285,741	\$94,259	\$47,248.27
2024	\$380,000	\$323,756	\$56,244	\$29,207.51

Total **\$76,455.78** □

TOTAL REFUND: \$76,455.78 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:
OF COUNSEL

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 65288/23
67569/24

PREMISES: 600-642 LOCUST STREET
PETITIONER: FLEETRIDGE OWNERS, INC.

Tax Map No.: 165.29-1026-10				
Year(s)	Reduced From	Reduced To	Reduction	Tax to be Refunded by City
2023	\$380,000	\$285,741	\$94,259	\$47,248.27
2024	\$380,000	\$323,756	\$56,244	\$29,207.51
Total				\$76,455.78

TOTAL REFUND: \$76,455.78 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk

of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

OF COUNSEL

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk



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 -1835

Agenda Date: 12/30/2025

Agenda #: 7.

Board of Estimate & Contract:

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 63300/17
63639/18
63736/19
59599/20
62234/21
65633/23
68361/24
69718/25

PREMISES: 4N 3RD AVE, MOUNT VERNON
PETITIONER: DANIELLA REALTY CORP

Tax Map No.: 165.62-1116-1.1

Assessment Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refund by City
2017	\$65,525	\$50,000	\$12,525	\$4,959.65
2018	\$65,525	\$50,000	\$12,525	\$5,055.34
2019	\$65,525	\$50,000	\$12,525	\$5,145.27

2020	\$65,525	\$50,000	\$12,525	\$5,344.04
2021	\$65,525	\$50,000	\$12,525	\$5,519.02
2022	\$50,000	\$50,000	\$0	\$0
2023	\$50,000	\$50,000	\$0	\$0
2024	\$50,000	\$50,000	\$0	\$0
2025	\$50,000	\$50,000	\$0	\$0
Total: \$26,023.32				

TOTAL REFUND: **\$26,023.32** without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without

costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

OF COUNSEL

APPROVED:

OFFICE OF THE CORPORATION COUNSEL

Clerk

Dept. LAW

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; **NOW, THEREFORE**, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 63300/17
63639/18
63736/19
59599/20
62234/21
65633/23
68361/24
69718/25

PREMISES: 4N 3RD AVE, MOUNT VERNON
PETITIONER: DANIELLA REALTY CORP

Tax Map No.: 165.62-1116-1.1				
Assessment Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2017	\$65,525	\$50,000	\$12,525	\$4,959.65
2018	\$65,525	\$50,000	\$12,525	\$5,055.34
2019	\$65,525	\$50,000	\$12,525	\$5,145.27
2020	\$65,525	\$50,000	\$12,525	\$5,344.04
2021	\$65,525	\$50,000	\$12,525	\$5,519.02
2022	\$50,000	\$50,000	\$0	\$0
2023	\$50,000	\$50,000	\$0	\$0
2024	\$50,000	\$50,000	\$0	\$0
2025	\$50,000	\$50,000	\$0	\$0
				Total: \$26,023.32

TOTAL REFUND: **\$26,023.32** without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the

assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

OF COUNSEL

**ADOPTED BY THE BOARD OF
ESTIMATE AND CONTRACT**

APPROVED:

OFFICE OF THE CORPORATION COUNSEL

Dept. LAW

Clerk



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 -1836

Agenda Date: 12/30/2025

Agenda #: 8.

Board of Estimate & Contract:

RESOLUTION AUTHORIZING THE RETENTION OF THE LAW OFFICE OF KARL A. SCULLY TO SERVE AS LAND USE COUNSEL FOR THE ARCHITECTURAL REVIEW BOARD, ZONING BOARD OF APPEALS, AND PLANNING BOARD

WHEREAS, pursuant to Section 153 of the Charter of the City of Mount Vernon, the Corporation Counsel, with the written consent of the Mayor, is authorized to engage legal counsel for compensation as approved by the Board of Estimate and Contract in proceedings involving the City; and

WHEREAS, by letter dated December 29, 2025, the Corporation Counsel recommended the retention of the Law Office of Karl A. Scully to serve as Land Use Counsel for the City of Mount Vernon's Architectural Review Board, Zoning Board of Appeals, and Planning Board; and

WHEREAS, the Law Office of Karl A. Scully possesses specialized expertise in municipal land use, zoning, and planning law necessary to advise and assist said boards in the performance of their statutory duties; and

WHEREAS, the Law Office of Karl A. Scully has agreed to provide such legal services at a flat fee of Seven Thousand Eight Hundred Dollars (\$7,800.00) per month to serve all three (3) boards, which services shall include attendance at meetings and the timely preparation of resolutions, findings of fact, and other documentation or work required to support the operations of said boards; and

WHEREAS, funding for this engagement is available under Budget Code A8020.405 (Contracted Outside Services), Law Department 2026 Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Estimate & Contract of the City of Mount Vernon hereby ordains and enacts as follows:

Section 1. Authorization to Retain Land Use Counsel. The Law Office of Karl A. Scully is hereby authorized to be retained as Land Use Counsel for the Architectural Review Board, Zoning Board of Appeals, and Planning Board of the City of Mount Vernon, subject to approval by the Board of Estimate and Contract.

Section 2. Compensation. The Law Office of Karl A. Scully shall be compensated at a flat monthly fee of Seven Thousand Eight Hundred Dollars (\$7,800.00), in accordance with the terms set forth in the engagement letter dated December 29, 2025.

Section 3. Funding Source. Compensation for services rendered pursuant to this Resolution shall be paid from Budget Code A8020.405 (Contracted Outside Services), Law

Department 2026 Budget.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption by the Board of Estimate and Contract.



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
(914) 665-2366 • FAX (914) 665-9142
WWW.CI.MOUNT-VERNON.NY.US

DEPUTY CORPORATION
COUNSEL
JOHAN S. POWELL

SECOND DEPUTY
CORPORATION COUNSEL
CHRISTINE LOMBERT

ASSISTANT CORPORATION
COUNSEL
MILDRED MCGUIRE

December 29, 2025

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

Dear Honorable Board of Estimate Members,

Pursuant to Section 153 of the Charter of the City of Mount Vernon, I respectfully request that of the City of Mount Vernon enact a resolution to permit the Corporation Counsel to hire the Law Office of Karl A. Scully to serve as the City's land-use counsel for the Architectural Review Board, Zoning Board and Planning Board.

This retainer is necessary to improve the efficiency and effectiveness of the legal representation provided to the City's land-use boards. The proposed engagement would be a flat fee of \$7,800 per month to serve all three (3) boards. The scope of services would include attendance at meetings and the timely preparation of required resolutions, finding of fact, and any other documentation or work necessary to support the boards' operations. Funding for this retainer will be available from Budget Code A8020.405 (Contracted Outside Services), Law Department 2026 Budget.

Accordingly, I request that this Honorable Body approve the proposed retainer. Should you have any questions or require additional information, please feel free to contact me with any questions or concerns at 914-665-2366. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brian G. Johnson".

Brian G. Johnson
Corporation Counsel
City of Mount Vernon

LEGAL AGREEMENT

BETWEEN:

LAW OFFICE OF KARL A. SCULLY
33 DEL REY DRIVE
MOUNT VERNON, NEW YORK 10552
914-530-5038
646-334-8445 (cell)
888-812-8449 (fax)
karlscully@yahoo.com

AND

CITY OF MOUNT VERNON, NEW YORK
1 Roosevelt Square
Mount Vernon, New York 10550

FOR LEGAL SERVICES TO THE LAND USE BOARDS

This Legal Agreement (the "Agreement") is made and entered into as of this 2nd day of January, 2026, by and between The Law Office of Karl A. Scully (hereinafter referred to as "Attorney" or "Firm"), and the City of Mount Vernon (hereinafter referred to as "City" or "Client"), for legal services to be provided to the City's Land Use Boards, which include the Zoning Board of Appeal, the Planning Board, and the Architectural Review Board (collectively referred to as the "Boards").

1. ENGAGEMENT

The City hereby retains and engages the Firm to provide legal services to the Boards as described in this Agreement. The Firm accepts such engagement and agrees to render such services in accordance with the terms and conditions set forth herein.

2. SCOPE OF SERVICES

2.1 General Representation

The Firm shall serve as legal counsel to the Boards and shall provide legal advice and representation in connection with the Boards' official duties and responsibilities. The Firm shall attend regular and special meetings of the Boards as requested by the City.

3. SPECIFIC SERVICES

The Firm shall provide the following specific legal services:

- a. Advise the Boards on matters of zoning law, land use planning, and compliance with applicable federal, state, and local regulations.
- b. Review and provide legal opinions on applications, petitions, and other matters coming before the Boards;
- c. Assist in the drafting and review of decisions, resolutions, and other official documents of the Boards;
- d. Provide guidance on procedural matters, including compliance with open meeting laws, public hearing requirements, and other administrative procedures;
- e. Advise on potential conflicts of interest and ethical considerations;
- f. Represent the Boards in administrative proceedings and litigation arising from Board decisions, as authorized by the City;
- g. Provide legal training and educational sessions to Board members as requested;
- h. Consult with City staff regarding matters related to the Boards' functions; and
- i. Perform such other legal services as may be reasonably requested by the City or the Boards within the scope of this Agreement.

4. EXCLUDED SERVICES

This Agreement does not include the following services, which may be provided pursuant to a separate Agreement or amendment to this Agreement:

- a. Representation of the City or the Boards in complex litigation matters requiring specialized expertise, such as legal representation on behalf of the City of Mount Vernon in defense of CPLR Article 78 petitions related to Land Use Board decisions.
- b. Legal services related to bond issuances, tax matters, or other specialized financial transactions;
- c. Legal services related to labor and employment matters; and
- d. Legal services to other City departments or agencies not specifically related to the Boards' functions.

5. COMPENSATION

5.1 Fee Structure

The City shall compensate the Firm for legal services provided under this Agreement as follows:

5.2 Monthly Retainer

The City shall pay the Firm a monthly Agreement of \$7,800.00 for the following services:

1. Attendance at regularly scheduled Board meetings.
2. Prepare all board resolutions and Findings of Facts timely and no later than the time permitted by law.
3. Routine legal advice and consultation to the Boards and City staff regarding Board matters.
4. Review of routine applications and petitions; and
5. Preparation of standard legal opinions and memoranda.

5.3 Costs and Expenses

In addition to the fees for legal services, the City shall reimburse the Firm for actual costs and expenses incurred in connection with the representation, including but not limited to:

- a. Court filing fees and other court costs.
- b. Process server fees;
- c. Transcript costs;
- d. Expert witness fees and expenses;
- e. Reasonable travel expenses;
- f. Photocopying, printing, and document production costs;
- g. Postage and courier fees; and
- h. Electronic research charges.

The Firm shall not incur costs or expenses exceeding \$500 in any single matter without prior written approval from the City.

6. Billing Practices

6.1 Invoices in addition to the fee for legal services (ONLY)

The Firm shall submit detailed monthly invoices to the City, which shall include:

- a. A description of services rendered.
- b. The date each service was performed;
- c. The time spent on each service, billed in increments of one-tenth (1/10) of an hour;

- d. The identity of the attorney or staff member who performed the service;
- e. An itemized list of costs and expenses; and
- f. The total amount due.

6.2 Payment Terms

The City shall pay all undisputed invoices within thirty (30) days of receipt. Any objections to invoices must be made in writing within fifteen (15) days of receipt.

6.3 Late Payments

Invoices not paid within thirty (30) days of receipt shall accrue interest at the rate of one percent (1%) per month on the unpaid balance, unless prohibited by law.

7. DURATION AND TERMINATION

7.1 Term

This Agreement shall commence on the date first written above and shall continue for a period of four (4) year, unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive four-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

7.2 Termination

This Agreement can be terminated by either party with (10) calendar days written notice served upon the non-terminating party at the address provide. Both parties agree to work until the 10th calendar day of the receipt of the written termination and the City agrees to compensate Counsel for any time worked up until and including the 10th calendar day after receipt of the termination notification.

7.3 Transition Upon Termination

Upon termination of this Agreement, the Firm shall take reasonable steps to avoid foreseeable prejudice to the rights of the Boards and shall cooperate with any successor counsel to ensure a smooth transition of pending matters.

CONFIDENTIALITY

8.1 Attorney-Client Privilege

The Firm acknowledges that communications between the Firm and the Boards are protected by the attorney-client privilege. The Firm shall maintain the confidentiality of all privileged communications and information received during representation.

8.2 Public Records

The parties acknowledge that certain documents and communications related to the Boards' activities may be subject to disclosure under applicable public records laws. The Firm shall assist the City in identifying records that may be exempt from disclosure under such laws.

8.3 Confidential Information

The Firm shall not disclose confidential information acquired during the representation to any third party without the City's consent, except as required by law or court order. "Confidential information" includes, but is not limited to:

- A. Information protected by the attorney-client privilege.
- B. Information related to executive sessions of the Boards.
- C. Personnel information.
- D. Information related to pending litigation or claims; and
- E. Any other information designated as confidential by the city.

8.4 Data Security

The Firm shall implement reasonable measures to protect the security of the City's confidential information, including electronic data security protocols consistent with industry standards.

8. INDEMNIFICATION

9.1 Indemnification by Firm

The Firm shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against all claims, damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the Firm's negligent acts or omissions, willful misconduct, or breach of this Agreement.

9.2 Limitation of Liability

The Firm's liability to the City shall be limited to the amount of professional liability insurance coverage maintained by the Firm. The Firm currently maintains professional liability insurance in the amount of \$100,000 per claim and \$500,000 in the aggregate.

9.3 Indemnification by City

To the extent permitted by law, the City shall indemnify, defend, and hold harmless the Firm, its partners, associates, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the Firm's representation of the Boards, provided that such claims do not arise from the Firm's negligence, willful misconduct, or breach of this Agreement.

9. CONFLICTS OF INTEREST

10.1 Initial Conflicts Check

The Firm has performed conflicts check and represents that it is not aware of any actual or potential conflicts of interest that would prevent it from representing the Boards effectively.

10.2 Future Conflicts

If a potential conflict of interest arises during the representation, the Firm shall promptly notify the City and take appropriate steps to address the conflict in accordance with applicable rules of professional conduct.

10.3 Waiver of Certain Conflicts

The City acknowledges that the Firm represents other clients and may in the future represent clients whose interests are averse to the City in matters unrelated to the Firm's representation of the Boards. The City consents to such representation, provided that the Firm does not use confidential information obtained through its representation of the Boards to the disadvantage of the City.

10. FILE RETENTION AND DESTRUCTION

11.1 Ownership of Files

All files, documents, and records created or maintained by the Firm in connection with its representation of the Boards shall be the property of the City.

11.2 File Retention

The Firm shall maintain files related to its representation of the Boards for a period of seven (7) years following the conclusion of the representation or as otherwise required by law, whichever is longer.

11.3 File Destruction

After the retention period has expired, the Firm may destroy the files without further notice to the city, unless the city has requested in writing that specific files be preserved or returned to the city.

11. DISPUTE RESOLUTION

12.1 Good Faith Negotiation

In the event of any dispute arising out of or relating to this Agreement or the services provided hereunder, the parties shall attempt in good faith to resolve such dispute through negotiation between authorized representatives of each party.

12. MISCELLANEOUS PROVISIONS

13.1 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior Agreements, representations, and understandings of the parties, whether oral or written.

13.2 Amendments

This Agreement may be amended only by a written instrument executed by both parties.

13.3 Assignment

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

13.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

13.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.6 Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right of such party to enforce such provision in the future.

13.7 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, by certified mail (return receipt requested), or by overnight courier to the addresses set forth above, or to such other address as either party may specify in writing.

13.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9 No Guarantee of Outcome

The Firm makes no promises or guarantees regarding the outcome of any matter handled under this Agreement. All expressions made by the Firm concerning the potential outcome of any matter are expressions of professional judgment only.

13.10 Independent Contractor

The Firm is an independent contractor and not an employee of the city. The Firm shall be responsible for all taxes, insurance, and other obligations arising from its status as an independent contractor.

13. ACKNOWLEDGMENT

The undersigned acknowledge that they have read and understand this Agreement, have had the opportunity to review it with counsel of their choice, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF MOUNT VERNON

By: _____
[Name]
[Title]

Date: _____

LAW OFFICE OF KARL A. SCULLY

By: _____
[Name]
[Title]

Date: _____

**RESOLUTION AUTHORIZING THE RETENTION
OF THE LAW OFFICE OF KARL A. SCULLY
TO SERVE AS LAND USE COUNSEL FOR THE
ARCHITECTURAL REVIEW BOARD, ZONING
BOARD OF APPEALS, AND PLANNING BOARD**

WHEREAS, pursuant to Section 153 of the Charter of the City of Mount Vernon, the Corporation Counsel, with the written consent of the Mayor, is authorized to engage legal counsel for compensation as approved by the Board of Estimate and Contract in proceedings involving the City; and

WHEREAS, by letter dated December 29, 2025, the Corporation Counsel recommended the retention of the Law Office of Karl A. Scully to serve as Land Use Counsel for the City of Mount Vernon's Architectural Review Board, Zoning Board of Appeals, and Planning Board; and

WHEREAS, the Law Office of Karl A. Scully possesses specialized expertise in municipal land use, zoning, and planning law necessary to advise and assist said boards in the performance of their statutory duties; and

WHEREAS, the Law Office of Karl A. Scully has agreed to provide such legal services at a flat fee of Seven Thousand Eight Hundred Dollars (\$7,800.00) per month to serve all three (3) boards, which services shall include attendance at meetings and the timely preparation of resolutions, findings of fact, and other documentation or work required to support the operations of said boards; and

WHEREAS, funding for this engagement is available under Budget Code A8020.405 (Contracted Outside Services), Law Department 2026 Budget;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mount Vernon hereby ordains and enacts as follows:

Section 1. Authorization to Retain Land Use Counsel. The Law Office of Karl A. Scully is hereby authorized to be retained as Land Use Counsel for the Architectural Review Board, Zoning Board of Appeals, and Planning Board of the City of Mount Vernon, subject to approval by the Board of Estimate and Contract.

Section 2. Compensation. The Law Office of Karl A. Scully shall be compensated at a flat monthly fee of Seven Thousand Eight Hundred Dollars (\$7,800.00), in accordance with the terms set forth in the engagement letter dated December 29, 2025.

Section 3. Funding Source. Compensation for services rendered pursuant to this Resolution shall be paid from Budget Code A8020.405 (Contracted Outside Services), Law Department 2026 Budget.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption by the Board of Estimate and 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 -1828

Agenda Date: 12/23/2025

Agenda #: 9.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on December 23, 2025, and signed by the Mayor on December 24, 2025, authorizing the Mayor to Enter into a Contract with Motorola Solutions, Inc. for a Drone as a First Responder Program, in substantially the form presented to the City Council, pursuant to Sourcewell Cooperative Contract No. 030425-MOT). **Fiscal Terms** (are as follows):

- A. The first year of the agreement shall be provided at no cost to the City.
- B. Beginning in year two (2027), the annual subscription cost shall be fixed at \$79,999.00 through year six, subject to annual appropriation by the City Council.
- C. No funds shall be expended unless duly appropriated by the City Council.

; be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FOR A DRONE AS A FIRST RESPONDER PROGRAM

Whereas, in correspondence dated December 23, 2025, the Deputy Chief of the Department of Public Safety formally requested authorization to enter into a contract with Motorola Solutions, Inc. for a Drone as a First Responder program, in substantially the form presented to the City Council, pursuant to Sourcewell Cooperative Contract No. 030425-MOT; and

Whereas, the City of Mount Vernon (“City”), through its Police Department, is responsible for protecting the health, safety, and welfare of its residents and visitors; and

Whereas, advancements in public safety technology provide opportunities to enhance emergency response, situational awareness, officer safety, and operational efficiency; and

Whereas, Motorola Solutions, Inc., in partnership with BRINC, offers a “Drone as a First Responder” (“DFR”) program that deploys an unmanned aircraft system under the direction and control of sworn Mount Vernon Police Officers; and

Whereas, the DFR program enables a drone to respond to emergency scenes within seconds, providing real-time video, two-way audio communication, and thermal imaging capabilities to officers and supervisors prior to the arrival of patrol units; and

Whereas, agencies currently utilizing the DFR program report an average on-scene visibility within approximately seventy (70) seconds and the resolution of approximately twenty-five percent (25%) of calls without the deployment of patrol units; and

Whereas, the DFR program enhances supervisory oversight, supports threat assessment, facilitates de-escalation, improves officer safety, and assists in decision-making during rapidly evolving incidents; and

Whereas, the system integrates with existing Motorola public safety platforms currently utilized by the City, including the AWARE public safety platform, and may also provide operational benefits to the Fire Department; and

Whereas, the proposed agreement includes all required equipment, software, training for officers, and technical support from Motorola Solutions; and

Whereas, the first year of the agreement carries no cost to the City and will not impact the City's 2026 Operating Budget; and

Whereas, beginning in year two (2027), the agreement provides for an annual fixed subscription cost of Seventy-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$79,999.00) through year six; and

Whereas, the City retains the right to terminate the agreement during the initial no-cost period without penalty upon providing at least thirty (30) days' written notice prior to the subscription renewal; and

Whereas, the agreement is available through an existing Sourcewell cooperative contract (Contract No. 030425-MOT), which has been competitively procured and approved for use by participating governmental entities; and

Whereas, pursuant to applicable law, use of the Sourcewell cooperative contract provides a lawful basis for exemption from the traditional multiple-quote and competitive bidding requirements; and

Whereas, Rockland County has previously vetted the program and procurement method; and

Whereas, the City Council finds that authorizing this agreement is in the best interests of the City and will allow the City to pilot a proven public safety technology while maintaining full operational oversight and fiscal safeguards;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:

Section 1. Authorization. The Mayor of the City of Mount Vernon is hereby authorized to enter into a contract with Motorola Solutions, Inc. for a Drone as a First Responder program, in substantially the form presented to the City Council, pursuant to Sourcewell Cooperative Contract No.

030425-MOT.

Section 2. Scope of Agreement. The agreement shall include the provision of unmanned aircraft equipment, software, training, maintenance, and technical support, and shall permit deployment of the DFR program under the supervision and control of the Mount Vernon Police Department, with integration into existing public safety platforms.

Section 3. Fiscal Terms.

D. The first year of the agreement shall be provided at no cost to the City.

E. Beginning in year two (2027), the annual subscription cost shall be fixed at \$79,999.00 through year six, subject to annual appropriation by the City Council.

F. No funds shall be expended unless duly appropriated by the City Council.

Section 4. Termination. The City shall retain the right to terminate the agreement during the initial no-cost period without financial penalty, upon providing at least thirty (30) days' written notice prior to the subscription renewal date.

Section 5. Procurement Exemption. The City Council hereby approves the use of the Sourcewell cooperative contract as an exemption from the traditional competitive bidding and multiple-quote requirements, as permitted by applicable law.

Section 6. Oversight and Compliance. All operations conducted pursuant to this agreement shall comply with applicable federal, state, and local laws, regulations, and policies governing unmanned aircraft systems, data security, privacy, and public safety operations.

Section 7. Severability. If any clause, sentence, paragraph, or section of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

Section 8. Effective Date. This ordinance shall take effect immediately upon adoption by the City Council.



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Motorola Solutions, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe St., Suite 4400, Chicago, IL 60661 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities. Participation is open to eligible state/province, and municipal governmental entities, higher education, K-12 education, tribal government, and other public-funded entities located in the United States and Canada.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the

Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:
 - a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
 - i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
 - ii) Mapping (vertical location, indoor, outdoor);
 - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
 - iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
 - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
 - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.
 - b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
 - i) Pre-incident planning software, such as:
 - (1) Fire prevention related inspections and enforcement;
 - (2) Operational management (scheduling, training, compliance, etc.); and
 - (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
 - ii) Incident/post-incident software, such as:
 - (1) CAD, RMS for law enforcement, fire, and EMS;
 - (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
 - (3) Digital and physical evidence management;
 - (4) E-citation systems; and
 - (5) Law enforcement case management

c) Category 3. Comprehensive Solutions

- i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 7)a) – c) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) RESERVED. All Included Solutions shall be priced as stated in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will adhere to the state and local statutes of each jurisdiction and agency when conducting business, including that with Sourcewell. As every state and local agency has different regulations and requirements, Supplier will evaluate and adhere to all applicable legal requirements. Supplier will uphold or obtain any licenses required by states with those designations. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warranties for the Included Solutions furnished under this Agreement are set forth in Supplier's then-current Motorola Solutions Customer Agreement found at: (https://www.motorolasolutions.com/en_us/about/legal.html)..

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds. Supplier agrees to evaluate all applicable federal provisions related to the sale of products and performance of services described herein. To the best of Supplier's knowledge and understanding at the time and date of submission of these certifications in accordance with the redlined version of the Master Agreement #030425, some of these certifications may not be applicable. If a Participating Entity deems a certification to be material for the performance of a transaction, Participating Entity will provide reasonable notice and allow Motorola a reasonable time to respond.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains

the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

viii) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ix) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). To the extent applicable, Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

x) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xii) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xiii) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xiv) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xv) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xvi) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xvii) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xviii) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Supplier's books and records provided to Sourcewell and the Minnesota State Auditor pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Supplier. In no circumstances will Supplier be required to create or maintain documents not kept in the ordinary course of Supplier business operations.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier's maximum liability of damages caused by failure to perform its obligations under this Agreement is limited to proven direct damages for all claims arising out of this Agreement, not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. SUPPLIER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS

OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

18) Data Practices. Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the applicable requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance as follows:
 - a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Upon policy(ies) renewal, updated certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include Sourcewell, its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the Commercial General Liability insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require

similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Unless negotiated with the Participating Entity, acceptance or rejection shall be communicated to Supplier in writing within five (5) days of delivery. Failure to notify Supplier in writing within five (5) days will deem equipment as accepted by the Participating Entity.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

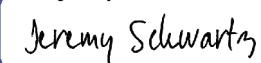
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Supplier will require the use of its then-current Motorola Solutions Customer Agreement (MCA); an example of the MCA may be found at: (https://www.motorolasolutions.com/en_us/about/legal.html). Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

Direct US Federal Orders: Motorola contracts with the U.S. government under 48 CFR (FAR) Part 12 "commercial product and services" procedures and under standard terms set out at <http://www.motorolasolutions.com/fedgov/omterms>. Federal orders will be subject to MSI's contractual review to address Federal contract provisions incorporated in such orders.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

030425-MOT

Sourcewell

Signed by:

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/5/2025 | 3:57 PM CDT

Motorola Solutions, Inc.

DocuSigned by:

By: _____
Travis Boettcher
Title: Corporate Vice President, Software
Sales & Go-to-market
Date: 9/5/2025 | 1:56 PM PDT

Exhibit A
Hyperlinks to Examples of Terms and Conditions

https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/Software-License-Agreement-v2.1_4.9.25.pdf
https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/Maintenance-Support-and-Lifecycle-Mgmt-Addendum-v3.17.25.pdf
https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/Additional-Services-Terms-v4.9.25.pdf
https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/Mobile-Video-and-Vigilant-Addendum-vmca-2.0.pdf
https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/Drone-Service-Addendum-v2.4.9.25.pdf
https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/comparison_manager_addendum.pdf

https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/authorized-sales-representative.pdf
https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html
https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html
https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/Confidentiality-Terms.pdf

RFP 030425 - Public Safety Software

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Larsen Grabenkort
Email: larsen@motorolasolutions.com
Phone: 971-227-2856
HST#: 36-1115800

Submission Details

Created On: Thursday January 23, 2025 11:39:35
Submitted On: Tuesday March 04, 2025 14:29:01
Submitted By: Larsen Grabenkort
Email: larsen@motorolasolutions.com
Transaction #: 305d16b9-2f59-4cd3-84de-7ec3d093d730
Submitter's IP Address: 147.243.159.85

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Motorola Solutions, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Motorola Solutions, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	78205
5	Provide your NAICS code applicable to Solutions proposed.	334220
6	Proposer Physical Address:	500 W. Monroe St. Ste 4400 Chicago, IL 60661
7	Proposer website address (or addresses):	www.motorolasolutions.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Travis Boettcher Corporate Vice President, Software Sales & Go-to-market travisb@motorolasolutions.com 480-980-9579
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Larsen Grabenkort Senior Sales Manager larsen@motorolasolutions.com 971-227-2856
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A.

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
-----------	----------	------------

11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>On September 25, 1928, the Galvin Manufacturing Corporation was incorporated as an Illinois corporation. Its name was changed to Motorola, Inc. on May 15, 1947. Motorola was then merged into its wholly-owned subsidiary, Motorola Delaware, Inc. a Delaware corporation, in 1973. Effective January 4, 2011, the name was changed to Motorola Solutions, Inc.</p> <p>Motorola has a long history of providing and supporting public safety operations, supplying our customers with the innovations they need to secure critical information, and best respond in the moments that matter. Motorola Solutions is a global leader in mission critical communications and analytics. Our technology platforms in mission critical communications, command center software and video security, bolstered by managed and support services, make cities safer and help communities and businesses thrive.</p> <p>The proposed Flex solution has supported critical public safety computer operations for 43 years, with numerous customers who have utilized the system for years and even decades. This exceptional customer longevity is a testament to the high level of customer satisfaction with Flex.</p> <p>Today, Flex is used by more than 3,500 agencies across the United States, and our user base continues to expand each year. In fact, in the last two years alone, more than 325 new customers have selected Flex as their software of choice through organic sales - with more than half of all new customers resulting from client referrals, which is a clear testament to our customer satisfaction.</p> <p>Flex's Track Record The Flex team's record of excellence has placed us in a position to lead the industry well into the future. Our commitment to providing world-class service and software to the public safety sphere is demonstrated by the consistent satisfaction of our customers, our continued investment in the solution, and industry-leading support:</p> <ul style="list-style-type: none"> • We provide technical support in a timely manner - our current customer support response time has averaged less than one hour. • The Flex team is committed to enhancing and expanding our product offerings - with more than 50 integrated software modules. <p>Investment in Public Safety Software To further expand our system functionality, Motorola is working to deliver the most advanced solutions available, with total integration across our entire product portfolio. We currently invest thousands of hours into refining user-requested enhancements, and have committed the resources needed to support our customers today and well into the future:</p> <ul style="list-style-type: none"> • Roughly 25% of Flex annual revenue is reinvested into software development • Approximately 32% of the entire Flex team is dedicated to evolving the software <p>We are fully committed to developing and refining software solutions that encompass key aspects of public safety operations, including CAD, RMS, Mobile applications, JMS, crime analysis, and more; and we look forward to working closely with each agency to customize the best software solution to meet their unique needs.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>Motorola looks forward to leveraging the Sourcewell contract for future CAD/RMS/JMS projects in the event of an award.</p>
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>As Motorola Solutions, Inc. is a publicly traded company, we are required to release annual audited financial statements that are publicly available on the SEC website. In addition, Motorola Solutions' financial snapshot, audited financial statements, and other financial relevant information is provided on the Company website under Investor Relations. For more information, go to: http://investors.motorolasolutions.com/</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Currently, Motorola Solutions serves more than 3,500 customers across our Flex CAD and Records solutions.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Motorola Solutions currently does not have market share in Canada for Flex.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Audited Financial Records A link to Motorola Solutions' recent audited 10-K Reports is listed below. Motorola Solutions is a publicly traded company. Annual and Quarterly reports are filed with the United States Securities and Exchange Commission. Our Annual Report on Form 10-K and Quarterly Reports and on Form 10-Q can be found at www.sec.gov or on our website: https://investors.motorolasolutions.com/earnings-sec filings/QuarterlyResults/default.aspx. https://www.motorolasolutions.com/content/dam/msi/investors/doc_financials/2023/q4/msi_2023_10-k_final_021524.pdf</p>

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Motorola Solutions manufactures, sells and delivers the proposed products and services. All the sales and service individuals are Motorola employees.</p>
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Criminal Justice Information System (CJIS) Certification and ISO Certifications are described in Table 5A: Value-Added Attributes, Line Item 44.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Motorola Solutions ("Motorola") asserts that, to the best of its knowledge and belief, presently, and for the last twenty (20) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength.</p> <ul style="list-style-type: none"> • Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 • Bloomberg 50 Companies to Watch in 2020, 2019 • Government Technology GovTech 100, 2021
21	What percentage of your sales are to the governmental sector in the past three years?	The entire Flex organization is devoted to the development, service, and support of the only product we offer - our community safety software. We are committed to providing the public safety professionals we serve with the best products and services in the industry, and believe that the only way to do so is to focus exclusively on this specific needs. Many of our employees are former members of the public safety community, which provides them insight into industry standards and needs that could come from nowhere else.
22	What percentage of your sales are to the education sector in the past three years?	Motorola Solutions is exclusively dedicated to community safety software, which we also provide to the education sector.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	<p>Motorola Solutions maintains cooperative agreements through the NASPO Valuepoint (# 00813) and H-GAC (RA05-21) to allow agencies to procure our products without having to go through the tedious process of soliciting, gathering, and analyzing multiple vendor responses to a formal RFP. Our cooperative agreements have already been competitively bid and aggressively negotiated to pass along favorable contract terms, discounted pricing, and time savings to the procuring agencies who use them.</p> <p>HGAC averages \$50M per year from 2018 through 2020, and NASPO Valuepoint sales have averaged \$100M per year in the same timeframe.</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Larchmont Police Department, NY	Joseph Paprota	(914) 834-1000	*
Brea Police Department, CA	Lt. Chris Harvey	(714) 423-2871	*
Montrose Police Department, CO	Drea Cole, Records Manager	(970) 209-5577	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Motorola has approximately 1,000 direct (Motorola badged) sales employees. In addition, Motorola has a Manufacturer's Representative (MR) channel consisting of over 100 entities that cover the United States and Canada. These MRs help primarily with Sales activities, although services and sales associated with the contract will flow directly through Motorola. Including the MR channel, Motorola has sales and service representation in all 50 states.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Motorola has sales channel partners although products and service delivery is managed directly through Motorola. The channel partners are located across the United States.	*
28	Service force.	Motorola employs approximately 1,000 customer support and service associates specifically dedicated to troubleshooting and assisting our software customers with issues that arise. Located in multiple states, these teams are ready to help remotely and will travel to customer locations when appropriate.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The solutions provided in our response are specifically configured for each user agency and, therefore, are not available through an e-procurement ordering process. One of our 1,000+ person salesforce, teamed with a software engineer and implementation team, will be able to guide the participating agencies through the ordering and implementation process.</p> <p>The Ordering process consists of an agreed-upon contract with a customized Solution Description of the technical overview, Statement of Work of responsibilities, and Terms and Conditions. Once both parties have signed the order, Motorola will submit it through internal systems and transition to the Implementation Team to begin the project.</p>	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	<p>The solutions provided in our response are specifically configured for each user agency and, therefore, are not available through an e-procurement ordering process. One of our 1,000+ person salesforce, teamed with a software engineer and implementation team, will be able to guide the participating agencies through the ordering and implementation process.</p> <p>Once a mutually signed contract has been processed, the Implementation Team will be engaged and dedicated resources will be assigned to the project. The Statement of Work will describe the responsibilities between Motorola and Customer and any installation partners required as part of the project. This can vary from one project to another depending on the scope of the project.</p>	*

31	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Software Maintenance and Support The Flex team employs highly trained customer service agents dedicated to ensuring our customers' systems run smoothly. We also provide a variety of ways for customer agencies to access these support professionals.</p> <p>Toll-Free Hotline Support The Flex team provides a toll-free number for exclusive use by certified system administrators. Each call is routed through support staff to ensure immediate assistance and maximum customer satisfaction.</p> <p>Help Desk Support The Flex team has also established a Help Desk, designed specifically to provide telephone assistance to our software customers. Trained Help Desk personnel are available during standard business hours, Monday through Friday, to provide quick answers to questions and immediate assistance with basic system issues.</p> <p>Coverage Options Both standard and extended support coverage options are available to ensure customers have the access they need. Standard coverage includes support Monday through Friday, excluding holidays, during normal business hours. Extended coverage is available for a small additional charge, and includes support 24 hours per day, 7 days per week, 365 days per year. For those customers who do not elect extended coverage, after-hours support is still available. However, it is subject to charges, according to the current Flex fee schedule outlined in the Support Agreement.</p> <p>The Flex team employs industry-leading support professionals who are available at all times to address any concern for our customers. As a company practice, we do not outsource any of our support or customer service operations. Instead, all customer service questions are handled directly from Flex corporate headquarters in Salt Lake City, UT. This allows our support staff to interact closely with our developers and product instructors for answers to complex questions.</p> <p>Customer Success The Customer Success Advocates (CSAs) provide ongoing, active engagement with an agency from deployment through renewal or expansion to maximize usage, value and product satisfaction. The Customer Success Advocates (CSAs) will engage regularly with the customer throughout the service contract. The goal of this engagement is to evaluate customer sentiment, provide insight on progress toward agency goals and outcomes and answer questions that exist outside of support engagement. In addition, the CSA will provide ongoing customer communication about progress, timelines and next steps and assist the customer in navigating MSI processes to help them achieve their goals.</p> <p>Example Activities Include:</p> <ul style="list-style-type: none"> -Partner with an agency to identify and document their goals and objectives around the purchase of the software solution. -Participate in Deployment to Service handover calls for each customer launch (both Internal and customer facing calls) -Validate that the primary customer contacts have the information needed to maximize engagement with Motorola Solutions. -Serve as Customer Advocate (Post Implementation) -Drive Customer Adoption & Value Maximization (post implementation) -Provide Acct/Customer Escalations (Post Implementation) -Conduct customer Sentiment Check-Ins (Post Implementation) -Support the customer throughout the life cycle of the service contract and act as a point of escalation between MSI and customer, as required -Assist in coordinating the application of software updates, as required
32	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>Motorola is willing to provide the products and services contained within the RFP response to the Sourcewell Participating agencies in the United States. As one of the largest providers of public safety technology, Motorola is uniquely positioned to provide the requested software solutions to Sourcewell participating agencies.</p>
33	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Motorola is willing to provide the products and services contained within the RFP response to the Sourcewell Participating agencies in the United States. As one of the largest providers of public safety technology, Motorola is uniquely positioned to provide the requested software solutions to Sourcewell participating agencies.</p>
34	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>If awarded, Motorola will not be serving the US territories through this agreement. Flex is currently not available in Canada.</p>
35	<p>Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.</p>	<p>N/A.</p>

36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements apply to Hawaii or to Alaska.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	N/A.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola does not market externally to promote specific contract opportunities. If awarded, Motorola will promote the usage of this contract internally to our 1,000+ person salesforce and partner channels (if appropriate).	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola is not planning on digitally promoting the use of this contract.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's role in providing this contract is 3-fold: 1) Build credibility of the contract and promote directly to potential customer base. 2) Provide sufficient justification illustrating the competitive nature of the bid and guidance on how this satisfies the competitive requirements that typical State and Local government procurement departments require. 3) Provide an easy and clear conduit for vendor sales and interested customer entities to search and verify pricing and contractual documents.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The solutions provided in our response are specifically configured for each user agency and, therefore, are not available through an e-procurement ordering process. One of our 1,000+ person salesforce, teamed with a software engineer and implementation team, will be able to guide the participating agencies through the ordering and implementation process.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
-----------	----------	------------	--

42	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> <p>Thorough initial training is critical to the successful operation of any public safety software system and comes standard with product purchase. Well-trained users input data more efficiently, make fewer mistakes, and generally contribute more to agency objectives. Our approach to training ensures the agency has an optimal understanding of how to maximize its use of the solution. The solutions includes training with Experienced Instructors, End User Training, System Administrator Training and Web-Based training. The Annual Summit Conference provides additional training opportunities that can be purchased per attendee.</p> <p>Experienced Instructors Flex trainers are committed to providing professional guidance to each individual they serve. Most of our trainers are current or former public safety professionals, and are familiar with the challenges that public safety agencies face. Many served as SAAs during their tenure with their own agencies, and our customers benefit greatly from their expertise in using the system. These experienced professionals work closely with project administrators to determine the agency's specific training needs, and to customize a plan that will meet and exceed those needs.</p> <p>End User Training Our training philosophy is based on the idea that working directly with the software is the best way to learn its functionality. End user training consists of classroom instruction, written exams, practical exercises, and interactive discussion forums. In the classroom, the Flex instructor reviews documentation, software maintenance policies, and the correct procedures to follow for timely maintenance response. This ensures that maintenance is addressed efficiently by both the customer and Flex personnel. The written exams evaluate conceptual understanding, and the practical tests evaluate the end user's ability to operate the software.</p> <p>System Administrator Training The agency's SAA offers specialized training courses and documentation. SAA. These courses include instruction on basic application administration, system fundamentals, maintenance operations, code table setup, and project team development. The SAA typically has "super user" privileges, which allow them to perform any task at any time (for example, maintenance, security, and user application). The SAA also assists users with system applications, and operates a help desk for system issues.</p> <p>Onsite Training Meeting The Flex team's training coordinator meets onsite with agency representatives to finalize the training schedule for agency approval and conduct a workflow analysis designed to prepare Flex trainers for unique agency needs.</p> <p>Web-Based Training Flex offers a variety of web-based training resources to help users learn critical skills and facilitate continuing education beyond implementation and Go-live. All of our customers have access to a full, online Learning eXperience Portal (LXP). This online resource, which is available in various tiers to meet your agency's specific needs, features a modular platform with a range of topics to enhance the continuing education of personnel. Agency staff have ready access to the following:</p> <ul style="list-style-type: none"> • Short video tutorials • Quizzes (customizable to reflect your agency's workflow) • Administrator audits and reports to ensure user accountability • Other tools to optimize learning <p>The Flex team also conducts periodic web demonstrations. This education is traditionally provided through a conference call, in which agency personnel follow along at their own workstations. Our team of highly skilled trainers leads web sessions focused on our fundamental software products, in addition to new features and products that are still in the development process.</p> <p>Summit Conference - Additional Cost For additional training and continuing education, agency representatives can attend Motorola's annual Summit Conference, which provides opportunities to receive in-depth instruction, assess new products and services, and network with other public safety professionals. In 2019, more than 1,200 people attended the conference, representing more than 370 customer agencies nationwide.</p> <p>During the Summit Conference, the Flex team traditionally offers more than 170 hours of Flex-focused classes over a three-day period:</p> <ul style="list-style-type: none"> • Courses are organized according to specific module, or Flex product; for example, CAD, Mapping, Jail, and Response Plans. • Training targets System Administrators specifically, in addition to beginning, intermediate, and advanced users of the software. • In-depth discussion forums for administrators promote efficiency and help agencies realize the full value of the system. <p>Each year, many of our client success managers, support personnel, and trainers attend User's Conference to offer immediate answers to our customers' unique needs. With expert-led instruction and hands-on training, users can learn how to truly maximize their system proficiency, streamlining daily operations and improving results.</p>
----	--

43	Describe any technological advances that your proposed solutions offer.	<p>Integrated Call Control Motorola Solutions offers a more efficient call management approach by integrating call handling into CAD and easing the call taker's already stressful job. The result is a more efficient workflow that saves time. The call taker minimizes keystrokes, reduces errors, and speeds response. Now, answering a call, creating an incident, and dispatching and releasing a call can be accomplished in as few as four keystrokes - all from one workstation.</p> <p>The integration of call handling and CAD makes it easier for the call taker to manage the 9-1-1 call while remaining in the CAD screen. For example, when transferring a 9-1-1 call with the CAD incident data from one position to another, there are multiple steps involved. Plus there is uncertainty whether all the information is transferred. With integrated call control the transfer occurs by pressing one button and the complete CAD incident is transferred with the call. The screen opens and populates with the call details including any comments. There is no retyping of information, saving valuable time and reducing the risk of errors.</p> <p>Motorola Astro Radio Location Integration The Flex Motorola ASTRO Radio Location Integration offers reliable officer location tracking by showing Global Positioning System (GPS)-enabled subscriber devices in Flex's mapping software. This allows dispatchers and other officers to locate field personnel, even if a responder has to leave the vehicle. The Flex CAD and Mobile Automatic Vehicle Locator (AVL) maps display not only the current location, speed, and heading of the radio, but also the time since the radio moved locations. A grey box will appear around the device icon to show others that a user has not checked in for a set amount of time.</p> <p>With the ASTRO Radio Location Integration, first responders can request assistance or backup by using the emergency button on GPS-equipped Motorola radios. When a first responder presses the emergency button, all CAD and Mobile AVL maps zoom to that device, which will flash in a red, alerted status. The integration also provides field personnel with up-to-date information on the location of other available field personnel.</p> <p>Personnel can easily add new radios without worrying about setup time. As new devices are added to an agency's Motorola ASTRO system, they will be automatically added to the Flex AVL system and will appear on the CAD map.</p> <p>Rave Alert Motorola Solutions' Rave Alert is a reliable, easy-to-use solution for sending mass notifications or targeted messages to your community or organization. This cloud-based, customizable platform supports both emergency communications and everyday operational messages for defined audiences, such as all people in your facility or everyone within a geographical area. Notifications can be sent to mobile and landline devices, using SMS, email, and voice to ensure that users see the alert immediately and know what action to take.</p> <p>RapidDeploy Eclipse Analytics Motorola Solutions' RapidDeploy Eclipse Analytics provides dashboards for the analysis and reporting of PSAP call performance, benchmarking and statistics.</p>
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	<p>At Motorola Solutions we believe compliance is a team effort. As our customers' partner in compliance, we are committed to employing privacy and security protocols that enable our customers to comply with the most stringent legal and regulatory requirements. In addition, we build on a strong foundation with an architecture (both Azure and on premises) designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.</p> <p>System services are designed to use FIPS certified technologies to protect data at rest and in transit. Product services utilize FIPS compliant Transport Layer Security (TLS) protocol with AES 256-bit message encryption to establish secure communication with the servers and clients.</p> <p>Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of customer data, comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports are available. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) have been completed. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations have been completed.</p> <p>Motorola Solutions understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola Solutions designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers' through administering and coordinating CJIS compliant personnel credentialing, providing documentation assistance in connection with CJIS audits and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.</p>

45	<p>Describe your data backup and recovery solutions.</p> <p>Flex Data Backup and Archiving</p> <p>Because of the serious risk of losing or damaging data, one of the most important responsibilities of a System Administrator is to keep backup copies of information on the system. Any of the following occurrences can cause damage or loss of data and file systems:</p> <ul style="list-style-type: none"> • System crash or hardware malfunction (any unplanned program termination due to a hardware or software failure resulting in data corruption). • Malware and Ransomware • Accidental or malicious deletion of information by users. • Power failure caused by either an external loss of power or someone turning off the system before completing a proper shutdown that results in data corruption. The Flex team strongly recommends using a UPS (Uninterruptible Power Supply), which keeps the system running when there is no electrical power. <p>Having a good, current backup is essential to minimizing an agency's loss of data if something does happen to the system. The proposed system includes all the software, hardware and configuration services of that hardware and software to perform regular full system backups. Unless managed services are purchased, it will be the responsibility of the agency's assigned System Administrator to monitor and maintain current backups as well as keep the backup server patched and updated. Without current backups, the Flex team is limited in our ability to help the agency restore data when system or user errors occur. The Flex team recommends the following:</p> <ul style="list-style-type: none"> • Scheduled backups that occur based on the RPO defined in the agency's business continuity plan. • Monitoring of the backup jobs with alerts setup to notify the system administrator when backup jobs fail. • Regular testing of the backups to ensure they are restorable and so the system administrator can practice the restoration process. • Enough storage space to meet retention requirements. <p>Agencies are encouraged to keep multiple backups in case a new backup is corrupt or there is a need to restore data from an older backup copy. Keeping offsite and air gapped copies of backups are also encouraged. In addition to backing up current data, the agency may have a need to back up archive data, such as old radio logs or other records, for permanent storage.</p> <p>Scheduling Backups</p> <ul style="list-style-type: none"> • At a minimum, the Flex team recommends that every agency perform a full system backup at least once a week and an incremental or synthetic full backup daily. Preferably, a full backup would be done every night with multiple incremental or synthetic full backups done throughout the day. Additionally, full backups should be done at the following times. • Before and after OS or application updates. • After entering large amounts of data. • After any work is done on the system that would be difficult to recreate. <p>The most convenient time to perform a backup is during early morning hours when system use is low. The backup can be scheduled to run automatically, or if the agency chooses, backups can be executed by on-duty employees and takes approximately 30 minutes to two hours.</p> <p>Backup Media</p> <p>The Flex team recommends using a large capacity network attached storage (NAS) system for the primary backups. Secondary off-site backup copies are also recommended to be put on a NAS or in the cloud. Some cloud backup services include the ability to air gap your backups by taking snapshots of your backup data that cannot be accessed by the backup server or agency client.</p> <p>Tape backups are no longer recommended as a primary backup target but can be used for making air gapped, off site copies of your backups. Tapes are also a good choice for long term archive copies of your data.</p> <p>Backup Logs and Monitoring</p> <p>Modern backup applications keep logs of when backups occurred, what was backed up, if the backup was successful or not and many other metrics. All that information is only useful if someone is reviewing it and in the case of failed backups if someone is alerted to that failure. At a minimum, the backup application should be configured to alert multiple people when a backup fails, and someone should regularly review the backup logs. A monitoring solution is very helpful in aggregating data from multiple sources to provide logic that allows for early detection of problems, performance monitoring, resource usage over time and real time notifications of problems. Most monitoring solutions can monitor easily be setup to monitor your backups as well as the rest of your environment.</p> <p>Types of Backups</p> <p>There are two main types of backups. File level backups and image level backups. The Flex team recommends a combination of these backups for maximum system protection. Additionally, each type of backup can done as a full, incremental or differential backup.</p> <p>Scheduling of full, incremental or differential backups should be based on the RPO in your business continuity plan.</p> <p>Backup Strategies</p> <p>A good backup strategy can only be developed if you know what needs to be backed up and you know the limitations of your backup system. Every Flex server has 4 categories of data. The Database, file attachments, the Flex application and the OS. A system can be fully</p>
----	---

	<p>restored if you have the database and file attachments, but it could take several days. The OS and application have customizations that are unique to the agency, but it is possible to rebuild them with a little time. The following information and strategies will help you determine the best way to back up your data that will allow you to restore all your data in the shortest amount of time possible.</p> <p>Types of backup clients</p> <p>There are two ways a backup application can backup data. The first is through a backup client running on the system that needs backed up. The second is using API's provided by virtualization software. Some backup applications use both so they can backup data in a running database or on an Email server. Either type of backup application will work to backup a Flex server but there are some limitations with some backup clients running on the server. Those limitations will be covered below.</p> <p>Backing up data on your system</p> <p>The Database - The Flex application uses a Faircom c-TreeACE database. This database, like all modern databases, runs as a service on the server. While running, this service locks the database files so other applications can't modify the files. Backup applications that run as a client on the Flex server will almost never get a clean backup of a running database. While there are backup applications with clients to backup other types of database servers no backup application has developed one for the c-TreeACE database. For this reason, Motorola sets up a database dump that regularly dumps the full database to files that can be backed up. In between the database dumps the database writes incremental changes to transaction logs that can also be backed up.</p> <p>Backup applications like Veeam, that use VMware vStorage API for Data Protection and are backing up servers with all flash storage or have a SAN can get clean copies of the database files while the database server is running most of the time. For the times it can not the database dump files, and transaction logs will be in the backup so the system can be restored.</p> <p>File Attachments - File attachments on a Flex system are stored in their own directory and can be backed up by either a backup client running on the server or by a backup application using VMware vStorage API for Data Protection.</p> <p>The Flex application - The Flex application contains files that are easily replaceable and files that have been customized for your agency. There are also log files in various places that can be useful for determining why you had to restore your system. Like file attachments, the Flex application files can be backed up by either a backup client running on the server or by a backup application using VMware vStorage API for Data Protection.</p> <p>Operating System - The operating system is one of the least critical parts to backup since it is easy to rebuild. Rebuilding an OS takes quite a bit of time so backing it up will greatly reduce the amount of time it takes to restore a full system. Some backup clients are not able to do an image level backup but all backup applications using VMware vStorage API for Data Protection will be image level backups that can easily restore your entire system.</p> <p>Solutions II - Virtual Failover Solution</p> <p>The proposed virtual failover architecture is based upon Solutions II's significant experience providing business continuity solutions and leverages VMware's vMotion, HA and Site Recovery Manager (SRM) software configured for automated or manual failovers based upon supporting infrastructure. Planned failovers would be manually initiated through the software. Unplanned failovers would be initiated manually or automatically.</p> <p>Failover Solution</p> <p>The Solutions II virtual failover solution facilitates both HA and DR for an agency's Flex Solution. We leverage vMotion and HA to provide failover within the production cluster. For disaster recovery (DR), we automate the failover and migration of the Flex VM to a secondary site utilizing SRM. This can also be combined with storage-based replication to provide an added layer of protection. This architecture provides a reliable disaster recovery solution while minimizing RTO and RPO for business continuity.</p> <p>How It Works</p> <p>VMware's vMotion and HA comes as part of proposed licensing and is configured by Solutions II during deployment. SRM instances are deployed at both production and DR sites that integrate directly with local vCenter Server. Key feature and capabilities include:</p> <ul style="list-style-type: none"> • Failover for all components of the Flex stack (Flex application, GIS, etc.) • Supports both Linux or Windows based Flex configurations • Automated disaster recovery failover • Planned migration and disaster avoidance • Automated failback <p>When a transaction is entered in the Flex application at the production location, it is asynchronously copied over to DR facility. In the event that a disaster or failover event takes place, users will then log into the secondary and system via their normal login and proceed with their normal duties.</p>	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	All Motorola solutions have APIs available to third party vendors to provide and share data between the solutions. Actual functionalities will depend on the solutions being proposed and the desired capability available from the API. Motorola has worked with over 100 vendors to build standard interfaces between solutions to provide the interoperability agencies need for their daily operations. As the needs of each agency are different, Motorola is happy to discuss the requirements for interfaces with third party vendors to provide the design that meets the operational needs.
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of	We Are Reducing the Environmental Footprint Of Our Operations -We have reduced our carbon footprint by 45% and our energy use by 28% since 2005. -In northern Illinois where we are headquartered, 40% of our electricity comes from renewable

the certifying agency for each.

energy. Worldwide, it's 23%.

We Are Supporting Sustainability in Our Supply Chain

- We expect our suppliers to adhere to our supplier Code of Conduct, which includes workplace standards and requires the disclosure of all materials used in products.
- We monitor compliance with our code through an assessment and audit program; we have conducted 240 detailed on-site supplier audits over the past five years.
- We are collaborating with our industry on better ways to measure supplier greenhouse gas (GHG) emissions.

We Are Making Our Products with More Environmentally Preferred Materials

- We voluntarily extended our compliance with the European Union's restriction of the hazardous substances (RoHS) directive to cover all newly designed professional and public safety two-way radio products as well as our mobile and wireless products for the enterprise, regardless of where they are sold worldwide.
- CCX)-an innovative, voluntary but legally binding GHG emissions reduction, registry and trading system.

-In 2007, we committed to CCX Phase II, agreeing to track and report our GHG emissions, and achieved a 6% reduction by 2010 from our 2000 baseline. This commitment, and the additional international operating locations it includes, made Motorola the first global member of the CCX.

-Since 2004, we have participated in the Carbon Disclosure Project, which encourages companies to report on GHG emissions and actions to mitigate them.

-We are a member of the Global e-Sustainability Initiative (GeSI), an industry effort to improve the sustainability and energy efficiency of the Information and Communications Technology (ICT) sector.

We Are Helping Our Customers Reduce Both Their Costs and Carbon Footprints

-Our mobile computers, enterprise digital assistants, radio frequency identification (RFID) handheld terminals and bar-code mobile terminal scanners help streamline supply chains, operations and distribution. - Our GPS and other logistics products help drivers navigate the most efficient routes possible- reducing fuel costs and CO2 emissions.

-Our mobile computers cut wasted time and fossil fuel by empowering mobile workers and first responders with the ability to capture and exchange critical information remotely.

-Our Mobility Services Platform lets IT personnel update, trouble- shoot and maintain all mobile devices from their desks-eliminating unnecessary travel, shipping and delays.

-Our MTS1 TETRA Enhanced Data Service base station consumes less power than a 100 watt lightbulb, is manufactured with lead-free solder and boasts a compact design that reduces shipping costs.

We Are Partnering with Municipalities And Utilities In Energy-Saving Initiatives

-In 2009, we installed the first-ever hydrogen fuel cell backup power system in more than 100 TETRA base stations in Denmark. This environmentally friendly solution ensures mission-critical and emergency operations have continuous communications available during power outages with a quiet system that emits only water vapor.

-Our wireless broadband networks provide communities with rapidly deployed Internet access that eliminates the need for above- or below-ground, wired or cable infrastructure.

-We are currently partnering with electric utilities to enable the wireless communications infrastructure to create a smarter grid. We are contributing to the smart grid solution with secure broadband data communications for better management of the world's energy production, distribution and consumption.

We Are Improving the Energy Efficiency of Our Products

-Our super-efficient, lithium-based batteries allow the use of almost 100% of the available energy. They also never need to be reconditioned or recalibrated-meaning energy isn't wasted in maintenance.

-The power supplies for the majority of our mobile computers meet the European Union's Level V efficiency standards (equivalent to Version 2 of the U.S. Energy Star standard).

-Our products' programmable features like standby mode, low-rate polling, "face-down" modes and variable backlighting save battery power and keep the device operating longer between charges, and our System Development Software Kits provide energy-saving recommendations.

We Continue to Create New Ways To Reduce Waste And Facilitate Recycling Of Our Packaging Materials

-We are reducing our product packaging and offering bulk solutions to minimize shipping volume and decrease shipping costs.

-Our packaging materials are stamped with internationally recognized recycling symbols.

-We have established a scorecard to help our supply chain implement Motorola's green packaging initiatives.

We Have Developed Special Programs to Support Our Customers And Partners In Their Environmental Efforts

-Our Green Channel Partner Program is a first-of-its-kind green certification program, developed to increase our channel partners' knowledge about sustainability.

-With our recycling program, customers can dispose of used equipment responsibly. Just ship the equipment back to us, and we'll make sure it doesn't end up in a landfill. In fact, we'll provide proof of its responsible, end-of-life management.

What Others Say About Us

-Newsweek ranked Motorola Solutions No. 18 on its 2011 Green Rankings of the 500 largest U.S. companies, based on each company's environmental footprint, policies and practices.

-In 2011-2012, we were selected as a member of the Dow Jones Sustainability Indexes.

-In 2010, we received the Green Power Leadership Award from the U.S. Environmental

		<p>Protection Agency (EPA) for raising the bar in green power purchasing. Motorola was one of four organizations to receive the award.</p> <p>-The Carbon Disclosure Project's Carbon Disclosure Leadership Index has commended Motorola for its approach to climate change disclosure.</p> <p>-Corporate Responsibility magazine ranked Motorola No. 50 in its 2011 "100 Best Corporate Citizens" list for nine of the past 11 years.</p> <p>-Climate Counts, a non-profit organization that helps consumers by providing scorecards that rate companies' efforts to tackle climate change, rated our efforts at the highest category, "striding".</p> <p>-Our global environment, health and safety (EHS) management system is certified to meet both the international environmental management systems standard ISO 14001 and the international occupational health and safety management system standard, OHSAS 18001.</p> <p>-We have received EHS awards and recognition from numerous countries, including Brazil, China, Germany, Israel, Japan, Mexico and the United States.</p>
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A.
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola is the only vendor that can provide solutions from 911 call origination to case closure for our public safety first responders. This leads to streamlined workflows, reduction of data entry, increased efficiency and transparency, in addition to quicker response to help the citizens in our communities.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in the attachments section.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Motorola's standard payment terms are net 30.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Motorola offers financing options at various terms through Motorola Credit Corp (MCC) at competitive rates. Many of our software solutions are offered as a service (SaaS) which provides flexible and predictable expenditures over time.

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Motorola Solutions' ("Motorola" or "Supplier") proposal is subject to the enclosed responses, including any exceptions and clarifications to the Sourcewell ("Customer") Request for Proposal for Public Safety Software - RFP #030425, published on January 14, 2025, and to the terms and conditions of the enclosed Motorola Solutions Customer Agreement ("MCA"), its Exhibits and accompanying Addenda or, in the alternative, a negotiated version thereof. Unless otherwise stated in these Exceptions and Clarifications, the attached MCA and its related addenda are intended to supplement the Sourcewell RFP's Master Agreement terms and conditions. These exceptions and clarifications are intended to highlight the modifications found in Motorola's redlines to the Master Agreement #030425 submitted with its proposal.
62	Explain your licensing process and the service agreements required of end users.	<p>Site License Structure The Flex site license enables agencies to utilize the system to its full potential and adapt to changing needs. Additionally, the Flex system provides room for agency growth, eliminating agency concerns regarding growth and expanding user needs. Features Include:</p> <ul style="list-style-type: none"> • Site license for all modules • System-wide access to all modules • Unlimited number of users • Unlimited number of devices • No price increases for extra licenses • Unlimited "print-only" or "view-only" access privileges for outside agencies <p>Population Structure The Rave Alert licensing is based on the population of the community served since alerts are sent to the community.</p> <p>Call Taker Positions The RapidDeploy Eclipse Analytics solution is based on the number of call takers in an agency.</p>
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted. There is no additional cost to Sourcewell or participating entities if this process is used.
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing for our software solutions is based on a site license model, agencies involved, interfaces and requested services and product enhancements.
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Product/Service Description - Customer Discount off of List Price</p> <p>Computer Aided Dispatch (CAD): 10.00%</p> <p>Computer Aided Dispatch (CAD) Subscription: 5.00%</p> <p>Records Management System (RMS) On-Prem: 10.00%</p> <p>Records Management System (RMS) Subscription: 5.00%</p> <p>Jail Management (JMS): 10.00%</p> <p>Mobile CAD: 10.00%</p> <p>Mobile CAD Subscription: 5.00%</p> <p>Project Management Services: 0.00%</p> <p>Installation Services: 0.00%</p> <p>Training Services: 0.00%</p> <p>Annual Support & Maintenance: 0.00%</p> <p>New Product Modules: 10.00%</p> <p>Hardware: 5.00%</p> <p>Interfaces: 10.00%</p> <p>Custom Interfaces: 5.00%</p>
66	Describe any quantity or volume discounts or rebate programs that you offer.	Discounts above and beyond what is listed in the table will be considered on a case-by-case basis. Additional discounts can be applied based on volume, quantity, timing, or other customer and business needs.
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Motorola will work directly with a customer on "sourced" products or related services. A quote will be provided with the pricing based on the amount of time required to complete the custom work.

68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our pricing has been listed in the table for Question 65. We provide the pricing to install and support all software components.
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Motorola does not charge additional costs for freight, delivery, or shipping.
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Motorola does not have any separate freight, shipping, and delivery terms for Alaska and Hawaii. We have opted to not offer this contract in Canada and other US territories.
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A.
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Every contract is reviewed by our Finance teams and applicable agreements, like Sourcewell are reviewed to ensure the participating entity obtains the proper pricing.
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our Finance teams track every contract and the discounts associated with the contract. When a Sourcewell agreement is utilized, the contract is flagged with the Sourcewell contract to ensure discounts are being utilized and their contract values.
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Admin Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Admin Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Motorola proposes an administrative fee of 1.0% of Motorola sales through the Sourcewell contract. This aligns with other frame contracts that we have in place.

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments

75	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>Every agency has different requirements and Motorola has provided an example of a Flex Suite Standard Subscription for 5 years with the following assumptions:</p> <p>Sample Agency and associated pricing Flex CAD/RMS/Mobile Suite Subscription 50 Full-Time Employees Deployment and Train-the-Trainer Training Services No Third Party Interfaces Rave Alert for population of 50,000 RapidDeploy Eclipse Analytics for 2 call taker positions</p> <p>Should an agency meet all the assumptions listed above, the pricing will be provided as shown below. The discounted price is similar to pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p> <p>Any changes to the assumptions above will require a redesign to ensure the accuracy of the pricing, solution and services being provided. The Motorola Sales team is available to provide this information to any agency that is interested in a new software solution.</p> <p>List Price: Flex CAD/RMS/Mobile Suite Subscription: \$250,000 Flex CAD/RMS/Mobile Suite Hardware and Software: \$150,000 Rave Alert: \$45,000 RapidDeploy Eclipse Analytics: \$24,000 Installation and training Services: \$302,500 List Price total for 5 year subscription: \$747,500</p> <p>Discounted Price: Flex CAD/RMS/Mobile Suite Subscription: \$237,500 (5% discount applied) Flex CAD/RMS/Mobile Suite Hardware and Software: \$142,500 (5% discount applied) Rave Alert: \$42,750 (5% discount applied) RapidDeploy Eclipse Analytics: \$22,800 (5% discount applied) Installation and training Services: \$302,500 List Price total for 5 year subscription: \$748,050</p>
----	---	--

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *
76	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<p>Flex Suite (CAD / Mobile / Records) Standard</p> <p>Flex CAD enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies. The following highlights a few of the system's advanced features that help to ensure the immediate dispatch of the most appropriate units, including:</p> <ul style="list-style-type: none"> • Real-time call updates • Unit responses • Automatic alerts for wanted persons and dangerous locations • Customizable special instructions in question/answer format <p>Flex's Law Records Management System consolidates all law incident records into one database, providing easy-to-generate incident and case management reports. Each record has information associated with the name, incident number, property, item, and vehicle involved. Agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property for criminal and non-criminal incidents.</p> <p>The Flex system enables personnel to have full access to the information they need on the go. With the Flex Touch interface, users can access records and images, search for data within the local database, view dispatch information, receive call assignments, and update unit status from a mobile device like a smart phone or tablet.</p> <p>Flex Touch is compatible with most major smart phones, including Android, iPhone, and systems. It can also be used on an iPad or a desktop computer, allowing personnel to take full advantage of crisp, high-resolution navigation through maps and other mobile data. Below are several of the key advantages:</p> <p>General Hub</p> <p>Flex's Hub design allows all information to be entered, stored, and extracted in real-time. Additionally, all applications in the system reference the same repository of information, preventing duplicate data entry and saving time. Lastly, it provides agencies with instant access to information as soon as they enter it into the system. The Flex system provides these time-saving benefits with the following technology:</p> <ul style="list-style-type: none"> • Centralized database • Central tables that cross-reference information system-wide <p>The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.</p> <p>Geographic Information Systems (GIS)</p> <p>GIS technology is at the core of Flex's mapping technology. GIS helps users make proper decisions based on accurate location information. We partner with Esri®, the nation's most trusted mapping provider to leverage the latest technology. Flex GIS interfaces directly with the Esri® ArcGIS server, eliminating an agency's need to load mapping information into the local database.</p> <p>Rave Alert</p> <p>Motorola Solutions' Rave Alert is a reliable, easy-to-use solution for sending mass notifications or targeted messages to your community or organization. This cloud-based, customizable platform supports both emergency communications and everyday operational messages for defined audiences, such as all people in your facility or everyone within a geographical area. Notifications can be sent to mobile and landline devices, using SMS, email, and voice to ensure that users see the alert immediately and know what action to take.</p> <p>Flex Suite Standard Subscription</p> <p>The Flex Subscription is a hybrid solution that encompasses a combination of on-premises software functionality and cloud-based features ("Hybrid Features") over the term of the subscription.</p> <p>During the term of the subscription, the Customer receives continuous software maintenance, support, and upgrades, as well as new features & capabilities offered as part of the Flex Subscription base subscription offer. Motorola Solutions reserves the right to provide functionality via the on-premises equipment or through cloud-based services.</p> <p>New Product(s) offering features and benefits beyond the contracted Solution will be presented to the Customer for consideration. Such offerings may incur additional costs, and will be communicated as add-ons subscriptions (amendments) to the</p>

	<p>original subscription agreement.</p> <p>The Customer, upon mutual agreement with Motorola, may elect to transition to Motorola's full cloud CAD and RMS Management system suite. Upon such transition, the scope of this subscription will be limited to the functionality contained in the base offer of the Cloud Suite, and, to the extent available at the time of transition, equivalent features to Customers on-premises system. Any professional services for provisioning, configuration, and training users on the cloud suite will be available for purchase separately from this subscription. CAD & RMS can be sold as discrete standalone subscriptions, or together as a suite.</p> <p>Flex Subscription Hybrid Features</p> <p>Included in the Flex subscription standard offer, the Customer will have access to various hybrid features and cloud-based functionality. Subscription customers are authorized to use any CAD Mobile RMS hybrid feature that has a comparable on-prem equivalent, such as the CAD Web Client or Multi-Agency Search. As mentioned previously, new cloud-based features and benefits beyond the contracted solution will be available for purchase separately as an add-on to the base subscription.</p> <p>It is understood that throughout the duration of this agreement, Motorola Solutions may innovate and introduce additional CAD Mobile RMS cloud-based functionalities. Subscribers are hereby granted the authority to access and utilize any hybrid feature within the CAD Mobile RMS suite that aligns with their on-premises authorizations at time of hybrid feature release. Motorola Solutions may introduce additional cloud-based functionalities which enhance the value and capabilities beyond the scope of the original contracted solution. These new features, should they emerge during the active contract period, may not be automatically included in the base subscription, but rather will be made available for current subscribers to acquire as an optional, supplementary purchase.</p> <p>Motorola Solutions explicitly maintains the right, at its sole discretion, to (a) extend such features and functionalities to on-premises systems or through cloud services, and (b) unveil novel features or advancements as part of a Major Release. While several hybrid features will be available from the outset of the Customer's (see list below), additional cloud-based features and improvements will be made available throughout the term of the subscription.</p> <ol style="list-style-type: none"> 1. Flex CAD Hybrid Features <ul style="list-style-type: none"> • CAD Web Client • CommandCentral Responder CAD • Assist Map • Agency Alerting • Public Private Incident Collaboration 2. Flex Records Hybrid Features <ul style="list-style-type: none"> • Multi-Agency Search 3. Subscription Support Services <ul style="list-style-type: none"> • Endpoint Security
77	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> <p>Category 3. Comprehensive Solutions</p> <p>Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.</p> <p>Vertical location, indoor, outdoor</p> <p>Personnel, vehicles, controlled substances, equipment, etc.</p> <p>Evacuations, minor crime reporting, shelter in place, etc.</p> <p>SMS, push to talk, video, voice, etc.</p> <p>Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration</p> <p>Operational management (scheduling, training, compliance, etc.)</p> <p>Data analytics to inform staffing, deployment, station location, budget, and other management decisions.</p> <p>CAD, RMS for law enforcement, fire, and EMS</p> <p>Digital and physical evidence management</p> <p>Law enforcement case management</p>

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input type="radio"/> Yes <input type="radio"/> No	
79	Mapping	Vertical location, indoor, outdoor	<input type="radio"/> Yes <input type="radio"/> No	
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input type="radio"/> Yes <input type="radio"/> No	
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input type="radio"/> No	
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input type="radio"/> No	
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input type="radio"/> Yes <input type="radio"/> No	

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments
84	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input type="radio"/> No	
85		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input type="radio"/> No	
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input type="radio"/> No	
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input type="radio"/> No	
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input type="radio"/> No	
89		Digital and physical evidence management	<input type="radio"/> Yes <input type="radio"/> No	
90		E-citation systems	<input type="radio"/> Yes <input type="radio"/> No	
91		Law enforcement case management	<input type="radio"/> Yes <input type="radio"/> No	

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments
92	Category 1 - Public Safety Response Agency Situational Awareness		<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite and RapidDeploy Eclipse Analytics
94	Mapping	Vertical location, indoor, outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite with Rave Alerts
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite with Internal Alerts
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
99	Category 2 - Public Safety Response Agency Operations		<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A.
101		Operational management (scheduling, training, compliance, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A.
105		Digital and physical evidence management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite
106		E-citation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not available at this time. Solution coming in 2026.
107		Law enforcement case management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flex Suite

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell RFP 030425_Pricing_Motorola Solutions.pdf - Tuesday March 04, 2025 14:09:23
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Sourcewell RFP 030425_Contractual Documentation_Motorola Solutions.pdf - Tuesday March 04, 2025 11:55:10
 - [Upload Additional Document](#) - Sourcewell RFP 030425_Supplier Diversity Statement_Motorola Solutions.pdf - Tuesday March 04, 2025 07:49:41

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Larsen Grabenkort, Senior Sales Manager, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	<input checked="" type="checkbox"/>	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Software_030425 Fri January 17 2025 10:38 AM	<input checked="" type="checkbox"/>	1



MOUNT VERNON POLICE DEPT

11/24/2025

12/21/2025

MOUNT VERNON POLICE
DEPT 2 ROOSEVELT SQ N
MOUNT VERNON, NY 10550

Dear Chief Marcel Jay Olifiers,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

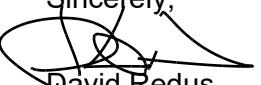
Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This proposal is contingent upon the terms and conditions of the Motorola Solutions Public safety software Sourcewell contract #030425-MOT as well as the Takeoff Drone Addendum (collectively "the Agreement") or a negotiated version thereof.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,

David Redus
Sr. Manager
Motorola Solutions



Billing Address:
MOUNT VERNON POLICE DEPT
2 ROOSEVELT SQ N
MOUNT VERNON, NY 10550
US

Quote Date:12/21/2025
Expiration Date:01/23/2026
Quote Created By:
Mark Webb
MARK.WEBB@
motorolasolutions.com

End Customer:
MOUNT VERNON POLICE DEPT
Marcel Jay Olifiers
molifiers@mountvernonnypd.gov
914-665-2519

Summary:

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	Responder w/Station DFR (Single Site)	1	6 Years	\$0.00	\$0.00
Sub Total:						\$0.00
Year		Description				Annual Price
Year 2 Subscription		1 Responder w/Station DFR (Single Site)				\$79,999.00
Year 3 Subscription		1 Responder w/Station DFR (Single Site)				\$79,999.00
Year 4 Subscription		1 Responder w/Station DFR (Single Site)				\$79,999.00
Year 5 Subscription		1 Responder w/Station DFR (Single Site)				\$79,999.00
Year 6 Subscription		1 Responder w/Station DFR (Single Site)				\$79,999.00
Grand Total						\$399,995.00

Notes:

Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices. Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

Takeoff Program term structure:

Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

PRODUCTS AGREEMENT

This Products Agreement (this "Agreement") is entered into between **Motorola Solutions Inc.**, ("Seller" or "Motorola") and the entity set forth in section I(b) ("Customer") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "Party" and collectively as the "Parties".

I. Seller and Customer Information

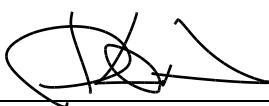
(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Mount Vernon Police Department Address: 2 ROOSEVELT SQ N MOUNT VERNON, NY 10580 Contact: Chief Marcel Jay Olifiers

II. Transaction Details

(a)	Proposal	Proposal No. 3403586 _____ Date: 12/21/2025 _____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	This proposal is contingent upon the terms and conditions of the Motorola Solutions Public safety software Sourcewell contract #030425-MOT as well as the Takeoff Drone Addendum (collectively "the Agreement") or a negotiated version thereof

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER:	MOTOROLA SOLUTIONS INC.
By: _____	 By: _____
Print Name: _____	Print Name: David Redus _____
Title: _____	Title: Sr. Manager _____
Date: _____	Date: 12/21/2025 _____

Drone as First Responder

How It Works

01

Call for service received.



Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities.**

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

02

Drone automatically responds.



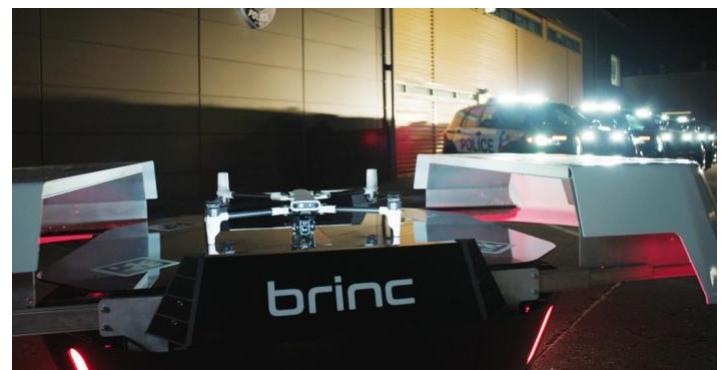
03

Drone provides live video feed with the capability for two-way communication.



04

Drone autonomously returns to Station and lands.



Measures of Success

70 seconds

Average on-scene visibility

54% quicker

Human response times as drones clear non-priority calls

Agencies adopting **Drone as First Responder(DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

25% of calls

Resolved without dispatching officers

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads



Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION



OUTDOOR

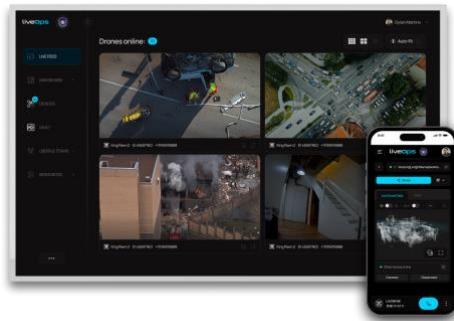
Fully equipped drone launch sites, including installation and maintenance



INDOOR

Purpose-built **911 response drones** tailored for DFR operations

Mountable parachutes for FAA compliance and improved safety with free parachute repacks



liveOps

An indoor tactical drone that makes entry first

Durable throw phones designed to establish and maintain contact

Mesh-radio controllers for local operations, compatible with all BRINC drones



INFRASTRUCTURE

Community transparency portal

Teleoperations & fleet management platform

Meshing antenna masts to extend range coverage

4G LTE antennas for data syncing and upload once the drone lands

Optional radars and ADS-B receivers for detecting manned aircraft

Hardware

responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Simple

Infrastructure

Resistant to erosion. Increases reliability.

Weather Resistant

Ensures reliable performance in challenging climates.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment Time

Large Vehicle Mountable

Starlink / Solar Compatible

Standard Power Input

Weather Resistant

Charge 10 to 90% in 25 Minutes

Corrosion Resistant

Integrated HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



Services

DFR Safeguard Program

UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy

Day 1

Site setup

- Responder delivery
- Station installation
- Infrastructure setup
- BVLOS Waiver submission
- Training

Year 3

Upgrade

- Responder upgrade
- Training

Year 5

Upgrade

- Responder upgrade
- Training

Regular Upgrades

01

Software upgrades

02

Maintenance of Station and infrastructure

03

Recurring training

MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success



Swaps	Data	Accessories & Training
 #1 Battery swap due to age or performance	 Unlimited cellular data for your systems	 Unlimited payload mounts to deploy medical aid
 Prop swap due to age or performance	 Unlimited storage on LiveOps	 On-demand training

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a)** DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- (c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- (d) Support (24x7x365).
- (e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

- (a) Project Management
 - (i) Lead project planning, execution, reporting, and closure.
 - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
 - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

- (i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

- (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
- (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
- (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
- (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

- (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

- (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
- (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

- (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

- (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

- (i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

- (i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. **Hardware Warranty.** Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
2. **Disclaimers.** **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**
3. **Claims.** If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
4. **Exclusions.** BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.
5. **Replacement BRINC Equipment.** BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Support Program**. The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. **BRINC Support Program Upgrade**. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
3. **Upgrade Delay**. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
4. **Upgrade Change**. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. **Firmware Updates**. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- **Base STATION Infrastructure:** Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- **RF Site Infrastructure:** Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this "TOPA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the "Agreement"). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. ("BRINC", and such Products, the "BRINC Products") as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment ("BRINC Equipment"), and related Services and Licensed Software.

This TOPA governs Customer's purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties' Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the "DA")), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. **THE FIRST YEAR OF THE SUBSCRIPTION.** As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the "BRINC Subscription"). All references to the first twelve months of the BRINC Subscription (the "Initial Subscription Period") and each renewal year (each a "Renewal Subscription Year") in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:

1.1. **Title.** Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. **Customer Obligations**. Customer shall fulfil the Customer Obligations as set out in the Proposal ("Customer Obligations").
- 2.2. **Feedback**. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. **Reference**. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. **Exclusivity**. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder ("DFR") provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party ("Competing Product").
- 2.5. **Compatibility**. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. **Customer Termination**. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.
- 3.2. **Motorola Termination**. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.
4. **ON TERMINATION** On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer's premises, and will deactivate (or cancel Customer's access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. **SURVIVAL** The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.



MOUNT VERNON POLICE DEPT

DEPARTMENT OF PUBLIC SAFETY

ROOSEVELT SQUARE -MOUNT VERNON, NY 10550

P - (914) 665-2500

SHAWYN PATTERSON-HOWARD

MAYOR

MARCEL OLIFIERS

ACTING COMMISSIONER/CHIEF OF OPERATIONS

JENNIFER LACKARD

DEPUTY COMMISSIONER OF WELLNESS & REFORM

GREGORY ADDISON

DEPUTY CHIEF

December 23, 2025

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

RE: Drone as First Responder Contract with Motorola Solutions

Honorable Members of the City Council,

I respectfully submit this referral requesting authorization to enter a contract with Motorola Solutions for a 'Drone as a First Responder' program for the City of Mount Vernon.

The Mount Vernon Police Department, through Motorola Solutions, seeks to deploy a single site 'Drone as a First Responder' capability through Motorola Solutions, in partnership with BRINC. This 'Drone as a First Responder' program would place an unmanned aircraft in service, under the direction and control of Mount Vernon Police Officers. The Drone reaches scenes in seconds and can stream live video to Officers before officers arrive, which would significantly increase situational awareness for responding Officer. Agencies using this 'Drone as a First Responder' program report average on scene visibility in roughly 70 seconds and the resolution of approximately 25 percent of calls without sending patrol units. Technology allows supervisors to assess threats, direct responding units, and de-escalating encounters before officers make contact.

These outcomes reduce response times, improve officer safety, and support better decisions during rapidly evolving incidents through increased overall situational awareness. The program details, pricing structure, and operational scope are outlined in the attached Motorola Solutions proposal.

This proposed agreement and pricing structure presents limited fiscal risk. The first year carries no cost to the City, meaning that there will be no fiscal cost that comes out of the 2026 City Operations Budget. Additionally, this agreement would include all of the required equipment and software, training for Officers, and support from Motorola. The City retains the right to

terminate during this initial period with no cost at all to the City, as long as we notify Motorola of our intent to terminate the agreement within 30 days of the subscription renewal. Annual subscription costs of \$79,999 begin in year two (2027) and are fixed at \$79,999 through year six.

The agreement is available through an existing Sourcewell cooperative contract (030425-MOT) which streamlines procurement. As a result of this being available on Sourcewell, I am requesting an exemption to the traditional multiple quote competitive bidding process. In addition, this program has already been vetted for procurement by Rockland County.

Operationally, the system integrates with existing Motorola public safety platforms used by the City, namely the AWARE public safety platform. It supports real-time video, two-way audio communication as well as thermal imaging which would assist not only the Police Department, but the Fire Department as well.

This referral seeks City Council approval to authorize the enter into a contract Motorola Solutions for this program. This approval would approve the City of Mount Vernon to pilot a proven public safety tool with no first-year cost while maintaining full operational oversight of the Drone program.

I am available to brief the Council and answer any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D/Chief G. Addison".

Gregory Addison
Deputy Chief