

# **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 23, 2025**

**7:00 PM**

**CITY COUNCIL CHAMBERS  
CITY HALL**

### **City Council**

*NICOLE BONILLA, MBA  
City Clerk*

*JORDAN A. RIULLANO, JD  
Deputy City Clerk*

**A REGULAR MEETING OF THE CITY OF THE MOUNT VERNON CITY COUNCIL  
HELD ON TUESDAY, DECEMBER 23, 2025.**

**Scheduled for 7:00 pm in the City Council Chambers, City Hall, Mount Vernon, New York.**

*\*\*\* This meeting was held in the City Council Chambers, with virtual participation via ZOOM and CMVNY Facebook. The meeting was not closed to the public.\*\*\**

PRESIDING: Danielle Browne, President

OTHERS: Nicole Bonilla, City Clerk; Jordan A. Riullano, Deputy City Clerk; Antoinette Anderson, Legislative Aide; Johan Powell, Deputy Corporation Counsel.

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

Council President Danielle Browne called the meeting to order and provided general house-keeping rules, including encouraging citizens to share the meeting on social media and what to do “in case of emergency”. Council President Browne explained the 3-minute-plus-1 public comment rule. She then asked a Councilperson to lead the council in the Pledge of Allegiance. Council President then proceeded to the Public Speakers session of the evening (listed below as public comment).

**PUBLIC COMMENT**

**REFERRAL SESSION**

Roll Call administered by City Clerk Nicole Bonilla

**REPORTS OF STANDING COMMITTEES AND ACTION THEREON**

**To the Council:**

**LEGISLATION AND PUBLIC WORKS**

1. **TMP**  
**-1820** Department of Public Works: An Ordinance Authorizing the Issuance of a Request for Qualifications (RFQ) for Professional Consulting Services for the 4th Street Park Green Infrastructure - (RFQ #2025-RFQ-001)  
**Code:** LPW
2. **TMP**  
**-1821** Department of Public Works: An Ordinance Authorizing the Implementation of a Night Time Commercial Waste Collection Program, Effective January 2026  
**Code:** LPW
3. **TMP**  
**-1815** City Council: Local Law No. \_\_ of 2025 - A Local Law Amending Article IV of the Mount Vernon City Charter to Require Periodic Review of all Exempt Job Titles  
**Code:** LPW

4. [TMP-1824](#) City Council: A Resolution of the City Council of the City of Mount Vernon, NY Authorizing Electronic Delivery of a Proposed Local Law
- Code:** LPW

**To the Council:**

### **HUMAN RESOURCES**

No Items

### **PUBLIC SAFETY AND CODES**

5. [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
6. [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
7. [TMP-1811](#) City Council: Local Law No. \_\_ of 2025 - A Local Law Amending the Vehicle and Traffic Law and the Public Officer Law in Relation to Authorizing the City of Mount Vernon to Establish a School Speed Zone Demonstration Program
- Code:** PSC

**To the Council:**

### **FINANCE AND PLANNING**

**To the Council:**

8. [TMP-1790](#) City Council: A Resolution of the City Council of the City of Mount Vernon, New York, Requesting the Enactment of Special Legislation Authorizing the Retroactive Grant of a Real Property Tax Exemption and the Cancellation of Delinquent Taxes and Accrued Interest for Westchester Muslim Center, Inc., Located at 22 Brookfield Road, Mount Vernon, New York - (Section 165.26, Block-2142, Lot 4)
- Code:** FP

9. [TMP-1791](#) City Council: A Resolution of the City Council of the City of Mount Vernon, New York, Authorizing Home Rule Request for State Legislation to Correct the Property Classification and Delinquent Taxes and Interest for 40 North Tenth Avenue - Section/Block/Lot: 165.61-1078-5)
- Code:** FP
10. [TMP-1792](#) City Council: A Resolution of the City Council of the City of Mount Vernon, New York Requesting Enactment of Special Legislation and the Municipal Home Rule Law in Relation to the Retroactive Grant of a Real Property Tax Exemption and the Cancellation of Delinquent Taxes and Interest for Immanuel Evangelical Lutheran Church - 17 East Grand Street - (PARCEL ID 165.30-1018-16)
- Code:** FP
11. [TMP-1793](#) City Council: A Resolution of the City Council of the City of Mount Vernon, New York, Requesting the Enactment of Special Legislation Authorizing the Retroactive Grant of a Tax Exemption and the Cancellation of Delinquent Taxes and Accrued Interest for Asbury Methodist Church, Located at 58 West Seventh Street, Mount Vernon, New York - - (PARCEL ID 169.46-3061-3)
- Code:** FP
12. [TMP-1812](#) City Council: Local Law No. \_\_\_ of 2025 - A Local Law to Amend the Tax Law in the City of Mount Vernon, NY
- Code:** FP
13. [TMP-1813](#) City Council: Local Law No. \_\_\_ of 2025 - A Local Law of the City of Mount Vernon, New York, Amending the Tax Law to Increase Tax on Deeds
- Code:** FP

### **ADD-ON**

### **FINANCE AND PLANNING**

14. [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

### **PUBLIC SAFETY AND CODES**

15. [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

### **OTHER BUSINESS/CLOSING COMMENTS**



# City of Mount Vernon, New York

## Staff Report

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

**File #:** TMP -1820

**Agenda Date:** 12/23/2025

**Agenda #:** 1.

### City Council:

**AN ORDINANCE AUTHORIZING THE ISSUANCE  
OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR  
PROFESSIONAL CONSULTING SERVICES FOR THE  
4TH STREET PARK GREEN INFRASTRUCTURE  
PROJECT (RFQ #2025-RFQ-001)**

**Whereas**, in correspondence dated December 17, 2025, the Commissioner of the Department of Public Works formally requested authorization to issue and advertise a Request for Qualifications, designated as RFQ #2025-RFQ-001, for professional consulting services to prepare design and contract documents for the 4th Street Park Green Infrastructure Project; and

**Whereas**, the City of Mount Vernon is the owner of Fourth Street Park, a public recreational facility of approximately 0.7 acres located within an Environmental Justice Area; and

**Whereas**, Fourth Street Park experiences persistent drainage and ponding conditions resulting from poor site grading and extensive impervious surfaces, which negatively impact park usability and overall site conditions; and

**Whereas**, the Department of Public Works (“DPW”) has completed a Green Infrastructure Feasibility Study and a community-supported schematic design identifying improvements to address stormwater management, enhance water quality, and improve park functionality while preserving existing mature trees; and

**Whereas**, the proposed improvements include, but are not limited to, bioretention areas, rain gardens, porous pavement, and related green infrastructure elements, and anticipate coordination with Con Edison’s planned geothermal project at the site; and

**Whereas**, the City seeks to retain a qualified professional consulting team to prepare final design and contract documents suitable for public bidding, including surveying, geotechnical and environmental investigations, permit coordination, phased design submissions, bid assistance, and construction-phase services; and

**Whereas**, the project is anticipated to be funded through a combination of New York State Environmental Facilities Corporation (EFC) Green Infrastructure Project Grant (GIGP) funding and New York State Office of Parks, Recreation and Historic Preservation (OPRHP) Environmental Protection Fund (EPF) funding, and must comply with all applicable State grant and procurement requirements; and

**Whereas**, issuance of a Request for Qualifications does not obligate the City to award a contract, and any future award shall be subject to City Council approval and funding availability; and

**Whereas**, the Mount Vernon City Council finds that authorizing the issuance of an RFQ is in the best interests of the City and its residents and is necessary to advance a critical infrastructure and park improvement project;

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

**Section 1. Authorization to Issue Request for Qualifications.** The City Council hereby authorizes the Department of Public Works to issue and advertise a Request for Qualifications, designated as RFQ #2025-RFQ-001, for professional consulting services to prepare design and contract documents for the 4th Street Park Green Infrastructure Project.

**Section 2. Evaluation of Submissions.** The Commissioner of Public Works, in coordination with the Purchasing Department and any other appropriate City departments, is hereby authorized to evaluate all RFQ submissions in accordance with applicable procurement laws, rules, and grant requirements.

**Section 3. Future Contract Award.** Upon completion of the evaluation process, the Department of Public Works shall return to the City Council with a recommendation for contract award and authorization to enter into a professional services agreement, subject to funding availability and City Council approval.

**Section 4. No Obligation to Award.** Issuance of the RFQ authorized herein shall not obligate the City to award a contract or expend funds unless and until authorized by subsequent action of the City Council.

**Section 5. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council.



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

**SHAWYN PATTERSON-HOWARD**  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY. 10550  
(914) 914-665-2343  
email: dpwconcerns@mountvernonny.gov

**DAMANI L. BUSH**  
*Commissioner*

**JOHN NUCULOVIC**  
*Deputy Commissioner*

**RYAN ULRICH**  
*Deputy Commissioner*

December 17<sup>th</sup>, 2025

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

**Re: Authorization to Issue a Request for Qualifications (RFQ) – 4th Street Park Green Infrastructure Contract Documents (RFQ #2025-RFQ-001)**

Dear Honorable City Council Members:

The Department of Public Works respectfully requests authorization to issue a Request for Qualifications (RFQ) for professional consulting services related to the preparation of contract documents for improvements at 4th Street Park.

Fourth Street Park is a City-owned recreational facility of approximately 0.7 acres located in an Environmental Justice Area. The park experiences ongoing drainage and ponding issues due to poor grading and extensive impervious surfaces. While the site is well known as a historic basketball venue, large portions of the park remain underutilized and in need of improvement.

DPW has completed a Green Infrastructure Feasibility Study and a community-supported schematic design that identifies a series of improvements intended to address these issues. Proposed work includes bioretention areas, rain gardens, and porous pavement to reduce stormwater runoff, improve water quality, and enhance the overall condition and usability of the park. The proposed design also preserves existing mature trees and anticipates coordination with Con Edison's planned geothermal project at the site.

Through this RFQ, the City seeks to retain a qualified consulting team to prepare final design and contract documents suitable for public bidding. Services will include surveying, geotechnical and environmental investigations, permit coordination, phased design submissions, bid assistance, and construction-phase services.

The project is expected to be funded through a combination of New York State Environmental Facilities Corporation (EFC) Green Infrastructure Project Grant (GIGP) funding and New York State Office of Parks, Recreation and Historic Preservation (OPRHP) Environmental Protection Fund (EPF) funding. All work will be performed in accordance with applicable State grant and procurement requirements.

Issuance of this RFQ does not obligate the City to award a contract. Upon completion of the evaluation process, DPW will return to the City Council with a recommendation for contract award and authorization to enter into a professional services agreement, subject to funding availability.

**Requested Action**

The Department of Public Works respectfully requests that the Mount Vernon City Council:

1. Authorize the issuance and advertisement of RFQ #2025-RFQ-001 for professional consulting services for the 4th Street Park Green Infrastructure Project; and
2. Authorize the Commissioner of Public Works, in coordination with the Purchasing Department, to evaluate submissions and return to the City Council with a recommended firm for award.

This authorization will allow the City to move forward with a critical project that addresses long-standing drainage issues while improving a key neighborhood park.

Thank you for your consideration. Please contact my office should you require any additional information.

Respectfully,



**Damani L. Bush**  
Commissioner of Public Works  
DB/db



# City of Mount Vernon, New York

## Staff Report

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**File #:** TMP -1821

**Agenda Date:** 12/23/2025

**Agenda #:** 2.

### City Council:

### **AN ORDINANCE AUTHORIZING THE IMPLEMENTATION OF A NIGHT-TIME COMMERCIAL WASTE COLLECTION PROGRAM, EFFECTIVE JANUARY 2026**

**Whereas**, in correspondence dated December 17, 2025, the Commissioner of the Department of Public Works formally requested authorization to implement a Night-Time Commercial Waste Collection program for eligible commercial properties within designated areas of the City of Mount Vernon, with refuse collection occurring between the hours of 11:00 p.m. and 7:00 a.m., effective January 2026; and

**Whereas**, the City of Mount Vernon, through its Department of Public Works (“DPW”), is responsible for the collection and disposal of commercial solid waste in designated areas of the City; and

**Whereas**, daytime commercial waste collection has increasingly contributed to traffic congestion during peak travel hours, creating operational challenges for DPW personnel and conflicts with pedestrian and vehicular activity; and

**Whereas**, shifting certain commercial waste collection routes from daytime hours to overnight hours will allow refuse collection to occur during off-peak periods, thereby improving traffic flow, public safety, and operational efficiency; and

**Whereas**, the Department of Public Works has proposed the implementation of a Night-Time Commercial Waste Collection program under which eligible commercial properties will transition to refuse collection occurring between the hours of 11:00 p.m. and 7:00 a.m.; and

**Whereas**, the proposed program will apply to designated commercial areas and will be implemented in coordination with other City departments to ensure compliance with applicable laws and to minimize impacts on nearby residential neighborhoods; and

**Whereas**, the Night-Time Commercial Waste Collection program is part of a broader set of sanitation service adjustments planned for 2026, including modifications to bulk trash collection and seasonal early-morning residential collection, all intended to modernize sanitation services and improve reliability; and

**Whereas**, the City Council finds that authorizing the implementation of this program is in the best interest of the City of Mount Vernon and its residents, businesses, and visitors;

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

**Section 1. Authorization of Night-Time Commercial Waste Collection.** The City Council hereby authorizes the Department of Public Works to implement a Night-Time Commercial Waste Collection program for eligible commercial properties within designated areas of the City of Mount Vernon, with refuse collection occurring between the hours of 11:00 p.m. and 7:00 a.m., effective January 2026.

**Section 2. Designation of Areas and Applicability.** The Night-Time Commercial Waste Collection program shall apply to designated commercial corridors and areas as determined by the Department of Public Works, in coordination with relevant City departments, and shall exclude or limit participation where necessary to minimize impacts on adjacent residential neighborhoods.

**Section 3. Administrative Authority.** The Commissioner of Public Works is hereby authorized and directed to establish and implement all operational guidelines, collection routes, staffing plans, enforcement measures, and administrative procedures necessary to carry out the Night-Time Commercial Waste Collection program in an efficient and orderly manner.

**Section 4. Coordination and Compliance.** The Department of Public Works shall coordinate with other City departments, as appropriate, to ensure compliance with all applicable laws, regulations, and policies, and to address issues related to noise mitigation, public safety, and neighborhood impacts.

**Section 5. Severability.** If any section, subsection, clause, or provision of this Ordinance shall be adjudged invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance.

**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; provided, however, that the Night-Time Commercial Waste Collection program authorized herein shall be implemented effective January 2026.



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

**SHAWYN PATTERSON-HOWARD**  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY. 10550  
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**DAMANI L. BUSH**  
*Commissioner*

**JOHN NUCULOVIC**  
*Deputy Commissioner*

**RYAN ULRICH**  
*Deputy Commissioner*

December 17<sup>th</sup>, 2025

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

**Re: Authorization to Implement Night-Time Commercial Waste Collection – Effective January 2026**

Dear Honorable City Council Members:

The Department of Public Works respectfully requests authorization to implement a Night-Time Commercial Waste Collection program within the City of Mount Vernon, effective January 2026.

Under this program, eligible commercial properties will transition from daytime refuse collection to overnight collection occurring between **11:00 PM and 7:00 AM**. This operational change is intended to reduce daytime traffic congestion, limit conflicts with pedestrian and vehicular activity, and improve overall collection efficiency in commercial corridors.

Daytime commercial collection has increasingly contributed to congestion during peak travel hours and created operational challenges for both DPW crews and the public. Shifting these routes to overnight hours will allow refuse collection to occur during off-peak periods, improving safety, reducing noise and delays associated with daytime operations, and allowing DPW to better manage staffing and routing.

The program will apply to designated commercial areas and will be implemented in coordination with internal City departments. DPW will establish collection routes, operating protocols, and enforcement procedures to ensure compliance while minimizing impacts to nearby residential neighborhoods.

This initiative is part of a broader set of sanitation service adjustments planned for 2026, including changes to bulk trash collection and seasonal early-morning residential collection. Together, these changes are intended to modernize service delivery, improve reliability, and better align operations with the City's needs.

**Requested Action**

The Department of Public Works respectfully requests that the Mount Vernon City Council:

1. **Authorize the implementation of Night-Time Commercial Waste Collection**, with collection occurring between **11:00 PM and 7:00 AM**, effective January 2026; and

2. **Authorize the Commissioner of Public Works** to establish the operational guidelines, routing, and administrative procedures necessary to carry out the program.

This authorization will allow the City to improve sanitation operations, reduce congestion during peak hours, and enhance overall service delivery in commercial areas.

Thank you for your consideration. Please contact my office should additional information be required.

Respectfully,



**Damani L. Bush**

Commissioner of Public Works

DB/db



# City of Mount Vernon, New York

## Staff Report

1 ROOSEVELT SQ. RM.  
104  
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10550  
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File #: TMP -1815

Agenda Date: 12/23/2025

Agenda #: 3.

### City Council:

#### LOCAL LAW NO. \_\_\_ OF 2025

#### A LOCAL LAW AMENDING ARTICLE IV OF THE MOUNT VERNON CITY CHARTER TO REQUIRE PERIODIC REVIEW OF ALL EXEMPT JOB TITLES

**BE IT ENACTED** by the City Council of the City of Mount Vernon, in the County of Westchester, as follows:

**Section 1. Title.** This Local Law shall be known and may be cited as: “A Local Law Amending the Mount Vernon City Charter to Establish a Periodic Review Process for Exempt Job Titles.”

#### **Section 2. Legislative Findings and Intent.**

**WHEREAS**, the City of Mount Vernon recognizes the importance of maintaining a highly qualified, professional workforce to effectively serve its residents; and

**WHEREAS**, the City Charter establishes provisions governing the appointment and qualifications of City officers and employees, including those serving in exempt titles; and

**WHEREAS**, it is essential that exempt job titles remain aligned with evolving industry standards, professional certifications, and best practices in municipal governance; and

**WHEREAS**, regular review of exempt positions will strengthen accountability in hiring and retention practices, promote workforce development, and ensure that the City continues to attract and retain qualified personnel;

**NOW, THEREFORE, BE IT ENACTED** by the City Council of the City of Mount Vernon as follows:

#### **Section 3. Amendment to the Mount Vernon City Charter.**

**Article IV - Officers and Elections** of the Mount Vernon City Charter is hereby amended by adding a new section to read as follows:

#### **Section 31. Periodic Review of Exempt Job Titles**

**1. Review Requirement.** All exempt job titles within the City of Mount Vernon shall be subject to a comprehensive review at least once every three (3) years, or more frequently if deemed necessary.

**2. Reviewing Authorities.** The review shall be conducted jointly by the

Department of Civil Service, the Department of Human Resources, and the Office of the Mayor.

**3. Scope of Review.** The review shall include, but not be limited to:

(a) Verification of certifications, credentials, and qualifications required for each exempt title;

(b) Evaluation of job descriptions to ensure consistency with current duties and responsibilities;

(c) Assessment of alignment with applicable industry standards and best practices in municipal government; and

(d) Recommendations for any modifications to job descriptions or qualification requirements.

**4. Reporting and Approval.** The findings of each review shall be documented in a written report and submitted to the Civil Service Commission for review and approval.

Any recommended changes to job titles, descriptions, or qualifications shall be formally presented to the Commission and, where applicable, to the City Council for legislative or administrative action.

**5. Purpose.** The intent of this section is to ensure continued accountability, transparency, and professional excellence within the City's exempt workforce.

**Section 4. Effective Date.** This Local Law shall take effect immediately upon filing with the Secretary of State in accordance with the Municipal Home Rule Law.

New Matter Underlined

Deleted Matter in Brackets [ ]

LOCAL LAW NO. \_\_\_ OF 2025

**A LOCAL LAW AMENDING ARTICLE IV OF THE  
MOUNT VERNON CITY CHARTER TO REQUIRE  
PERIODIC REVIEW OF ALL EXEMPT JOB TITLES**

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**WHEREAS**, the City Charter establishes provisions governing the appointment and qualifications of City officers and employees, including those serving in exempt titles; and

**WHEREAS**, it is essential that exempt job titles remain aligned with evolving industry standards, professional certifications, and best practices in municipal governance; and

**WHEREAS**, regular review of exempt positions will strengthen accountability in hiring and retention practices, promote workforce development, and ensure that the City continues to attract and retain qualified personnel;

**NOW, THEREFORE, BE IT ENACTED** by the City Council of the City of Mount Vernon as follows:

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(b) Evaluation of job descriptions to ensure consistency with current duties and responsibilities;

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(d) Recommendations for any modifications to job descriptions or qualification requirements.

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# City of Mount Vernon, New York

## Staff Report

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**File #:** TMP -1824

**Agenda Date:** 12/23/2025

**Agenda #:** 4.

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**City Council:**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MOUNT VERNON, NY  
AUTHORIZING ELECTRONIC DELIVERY  
OF A PROPOSED LOCAL LAW**

**WHEREAS**, the City Council of the City of Mount Vernon is authorized to consider, introduce, and adopt local laws pursuant to the New York State Municipal Home Rule Law, the City Charter, and all other applicable laws; and

**WHEREAS**, the City Council finds that the electronic delivery of legislative materials enhances efficiency, timeliness, transparency, and accessibility in the legislative process; and

**WHEREAS**, the City Council desires to authorize the electronic delivery of proposed local laws to the members of the City Council in a manner consistent with applicable law and established procedures; NOW, THEREFORE, BE IT

**RESOLVED**, that the City Council of the City of Mount Vernon hereby authorizes the electronic delivery of any proposed local law to the members of the City Council, including delivery by electronic mail or other secure electronic means; and BE IT FURTHER

**RESOLVED**, that such electronic delivery shall constitute valid, proper, and sufficient notice of the proposed local law for all purposes required by law, rule, or procedure, to the fullest extent permitted by applicable law; and BE IT FURTHER

**RESOLVED**, that this resolution was duly adopted by the City Council at a lawfully convened meeting.



**OFFICE OF THE CITY CLERK**  
ONE ROOSEVELT SQUARE NORTH  
MOUNT VERNON, NEW YORK 10550  
(914) 668-2352 \* [WWW.CMVNY.COM](http://WWW.CMVNY.COM)

**NICOLE BONILLA, MBA**  
City Clerk

**JORDAN RIULLANO, JD**  
Deputy City Clerk

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December 19, 2025

Re: A Resolution of the City Council Authorizing Electronic Delivery of a Proposed Local Law

Dear Honorable Members of the City Council,

This letter is to request that the City Council, by unanimous vote, adopt a resolution authorizing any Councilmember to introduce a proposed local law in its final form by electronic mail or other secure electronic means, and as such electronic delivery shall constitute valid and sufficient notice for all purposes required by law, rule, or procedure, to the fullest extent permitted by applicable law.

The preferred method of electronic delivery of legislative materials, including but not limited to the distribution of proposed local laws, promotes efficiency, timeliness, and transparency in the legislative process.

Sincerely,

Nicole Bonilla, MBA  
City Clerk

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MOUNT VERNON, NY  
AUTHORIZING ELECTRONIC DELIVERY  
OF A PROPOSED LOCAL LAW**

**WHEREAS**, the City Council of the City of Mount Vernon is authorized to consider, introduce, and adopt local laws pursuant to the New York State Municipal Home Rule Law, the City Charter, and all other applicable laws; and

**WHEREAS**, the City Council finds that the electronic delivery of legislative materials enhances efficiency, timeliness, transparency, and accessibility in the legislative process; and

**WHEREAS**, the City Council desires to authorize the electronic delivery of proposed local laws to the members of the City Council in a manner consistent with applicable law and established procedures; NOW, THEREFORE, BE IT

**RESOLVED**, that the City Council of the City of Mount Vernon hereby authorizes the electronic delivery of any proposed local law to the members of the City Council, including delivery by electronic mail or other secure electronic means; and BE IT FURTHER

**RESOLVED**, that such electronic delivery shall constitute valid, proper, and sufficient notice of the proposed local law for all purposes required by law, rule, or procedure, to the fullest extent permitted by applicable law; and BE IT FURTHER

**RESOLVED**, that this resolution was duly adopted by the City Council at a lawfully convened meeting.



# City of Mount Vernon, New York

## Staff Report

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**File #:** TMP -1823

**Agenda Date:** 12/23/2025

**Agenda #:** 5.

### 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,

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 -1802

**Agenda Date:** 1/14/2026

**Agenda #:** 6.

### 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 -1811

**Agenda Date:** 12/23/2025

**Agenda #:** 7.

### City Council:

#### LOCAL LAW NO. \_\_ OF 2025

#### A LOCAL LAW AMENDING THE VEHICLE AND TRAFFIC LAW AND THE PUBLIC OFFICER LAW IN RELATION TO AUTHORIZING THE CITY OF MOUNT VERNON TO ESTABLISH A SCHOOL SPEED ZONE DEMONSTRATION PROGRAM

**BE IT ENACTED** by the City Council of the City of Mount Vernon, in regular session convened, as follows:

**Section 1. Title.** This Local Law shall be known and may be cited as “A Local Law Amending the Charter of the City of Mount Vernon to Amend the Vehicle and Traffic Law and the Public Officers Law in Relation to Authorizing the City of Mount Vernon to Establish a School Speed Zone Demonstration Program.”

#### **Section 2. Legislative Findings and Purpose.**

**WHEREAS**, the City Council of the City of Mount Vernon hereby finds that excessive vehicle speeds in the vicinity of schools pose a significant threat to the health, safety, and welfare of children, pedestrians, and the general public. The Council further finds that school speed zones, supported by automated speed enforcement technology, have been shown to be an effective tool in reducing speeding and improving traffic safety.

**WHEREAS**, the purpose of this Local Law is to authorize the City of Mount Vernon, subject to applicable provisions of state law, to establish and operate a School Speed Zone Demonstration Program, including the use of automated speed enforcement systems, in order to enhance traffic safety near schools, deter speeding violations, and protect vulnerable roadway users.

**Section 3. Authority.** This Local Law is adopted pursuant to the authority granted to municipalities under the New York State Constitution, the Municipal Home Rule Law, and, to the extent applicable, the Vehicle and Traffic Law and the Public Officers Law, including any special legislation authorizing demonstration programs for automated speed enforcement in school speed zones.

**NOW, THEREFORE, BE IT ENACTED** by the City Council of the City of Mount Vernon as follows:

Section 1. The vehicle and traffic law is amended by adding a new section 1180-h to read as follows:

§1180-h. Owner liability for failure of operator to comply with certain posted maximum

speed limits; Mt. Vernon.

(a) 1. Notwithstanding any other provision of law, the city of Mt. Vernon is hereby authorized to establish a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with posted maximum speed limits in a school speed zone within such city (i) when a school speed limit is in effect, as provided in paragraphs one and two of subdivision (c) of section eleven hundred eighty of this article or (ii) when other speed limits are in effect as provided in subdivision (b), (d), (f) or (g) of section eleven hundred eighty of this article during the following times: (A) on school days during school hours and one hour before and one hour after the school day, and (B) a period during student activities at the school and up to thirty minutes immediately before and up to thirty minutes immediately after such student activities. Such a demonstration program shall empower the city of Mt. Vernon to install photo speed violation monitoring systems within no more than twenty school speed zones within such city at any one time and to operate such systems within such zones (iii) when a school speed limit is in effect as provided in paragraphs one and two of subdivision (c) of section eleven hundred eighty of this article or (iv) when other speed limits are in effect as provided in subdivision (b), (d), (f) or (g) of section eleven hundred eighty of this article during the following times: (A) on school days during school hours and one hour before and one hour after the school day, and (B) a period during student activities at the school and up to thirty minutes immediately before and up to thirty minutes immediately after such student activities. In selecting a school speed zone in which to install and operate a photo speed violation monitoring system, the city shall consider criteria including, but not limited to, the speed data, crash history, and the roadway geometry applicable to such school speed zone.

2. No photo speed violation monitoring system shall be used in a school speed zone unless (i) on the day it is to be used, it has successfully passed a self-test of its functions; and (ii) it has undergone an annual calibration check performed pursuant to paragraph four of this subdivision. The city shall install signs giving notice that a photo speed violation monitoring system is in use to be mounted on advance warning signs notifying motor vehicle operators of such upcoming school speed zone and/or on speed limit signs applicable within such school speed zone, in conformance with standards established in the MUTCD.

3. Operators of photo speed violation monitoring systems shall have completed training in the procedures for setting up, testing, and operating such systems. Each such operator shall complete and sign a daily set-up log for each such system that such operator operates that (i) states the date and time when, and the location where, the system was set up that day, and (ii) states that such operator successfully performed, and the system passed, the self-tests of such system before producing a recorded image that day. The city shall retain each such daily log until the later of the date on which the photo speed violation monitoring system to which it applies has been permanently removed from use or the final resolution of all cases involving notices of liability issued based on photographs, microphotographs, videotape, or other recorded images produced by such system.

4. Each photo speed violation monitoring system shall undergo an annual calibration check performed by an independent calibration laboratory, which shall issue a signed certificate of calibration. The city shall keep each such annual certificate of calibration on file until the final resolution of all cases involving a notice of liability issued during such year which were based on photographs, microphotographs, videotape or other recorded images produced by such photo speed violation monitoring system.

(i) Such demonstration program shall utilize necessary technologies to ensure, to the extent practicable, that photographs, microphotographs, videotape, or other recorded images produced by such photo speed violation monitoring systems shall not include images that identify the driver, the passengers, or the contents of the vehicle. Provided, however, that no notice of liability issued pursuant to this section shall be dismissed solely because such a photograph, microphotograph, videotape or other recorded image allows for the identification of the driver, the passengers, or the contents of vehicles where the city shows that it made reasonable efforts to comply with the provisions of this paragraph in such case.

(ii) Photographs, microphotographs, videotape, or any other recorded image from a photo speed violation monitoring system shall be for the exclusive use of the city for the purpose of the adjudication of liability imposed pursuant to this section and of the owner receiving a notice of liability pursuant to this section, and shall be destroyed by the city upon the final resolution of the notice of liability to which such photographs, microphotographs, videotape or other recorded images relate, or one year following the date of issuance of such notice of liability, whichever is later. Notwithstanding the provisions of any other law, rule or regulation to the contrary, photographs, microphotographs, videotape or any other recorded image from a photo speed violation monitoring system shall not be open to the public, nor subject to civil or criminal process or discovery, nor used by any court or administrative or adjudicatory body in any action or proceeding therein except that which is necessary for the adjudication of a notice of liability issued pursuant to this section, and no public entity or employee, officer or agent thereof shall disclose such information, except that such photographs, microphotographs, videotape or any other recorded images from such systems:

(A) shall be available for inspection and copying, and use by the motor vehicle owner and operator for so long as such photographs, microphotographs, videotape or other recorded images are required to be maintained or are maintained by such public entity, employee, officer or agent; and

(B) (1) shall be furnished when described in a search warrant issued by a court authorized to issue such a search warrant pursuant to article six hundred ninety of the criminal procedure law or a federal court authorized to issue such a search warrant under federal law, where such search warrant states that there is reasonable cause to believe such information constitutes evidence of, or tends to demonstrate that, a misdemeanor or felony offense was committed in this state or another state, or that a particular person participated in the commission of a misdemeanor or felony offense in this state or another state, provided, however, that if such offense was against the laws of another state, the court shall only issue a warrant if the conduct comprising such offense would, if occurring in this state, constitute a misdemeanor or felony against the laws of this state; and

(2) shall be furnished in response to a subpoena duces tecum signed by a judge of competent jurisdiction and issued pursuant to article six hundred ten of the criminal procedure law or a judge or magistrate of a federal court authorized to issue such a subpoena duces tecum under federal law, where the judge finds and the subpoena states that there is reasonable cause to believe such information is relevant and material to the prosecution, or the defense, or the investigation by an authorized law enforcement official, of the alleged commission of a misdemeanor or felony in this state or another state, provided, however, that if such offense was against the laws of another state, such judge or magistrate shall only issue such subpoena if the conduct comprising such offense would, if occurring in this state, constitute a misdemeanor or felony in this state; and

(3) may, if lawfully obtained pursuant to this clause and clause (A) of this subparagraph and otherwise admissible, be used in such criminal action or proceeding.

(b) If the city of Mt. Vernon establishes a demonstration program pursuant to subdivision (a) of this section, the owner of a vehicle shall be liable for a penalty imposed pursuant to this section if such vehicle was used or operated with the permission of the owner, express or implied, within a school speed zone in violation of subdivision (c) or during the times authorized pursuant to subdivision (a) of this section in violation of subdivision (b), (d), (f) or (g) of section eleven hundred eighty of this article, such vehicle was traveling at a speed of more than ten miles per hour above the posted speed limit in effect within such school speed zone, and such violation is evidenced by information obtained from a photo speed violation monitoring system; provided however that no owner of a vehicle shall be liable for a penalty imposed pursuant to this section where the operator of such vehicle has been convicted of the underlying violation of subdivision (b), (c), (d), (f), or (g) of section eleven hundred eighty of this article.

(c) For purposes of this section, the following terms shall have the following meanings:

1. “manual on uniform traffic control devices” or “MUTCD” shall mean the manual and specifications for a uniform system of traffic control devices maintained by the commissioner of transportation pursuant to section sixteen hundred eighty of this chapter;

2. “owner” shall have the meaning provided in article two-B of this chapter;

3. “photo speed violation monitoring system” shall mean a vehicle sensor installed to work in conjunction with a speed measuring device which automatically produces two or more photographs, two or more microphotographs, a videotape or other recorded images of each vehicle at the time it is used or operated in a school speed zone in violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article in accordance with the provisions of this section; and

4. “school speed zone” shall mean a distance not to exceed one thousand three hundred twenty feet on a highway passing a school building, entrance or exit of a school abutting on the highway.

(d) A certificate, sworn to or affirmed by a technician employed by the city of Mt. Vernon, or a facsimile thereof, based upon inspection of photographs, microphotographs, videotape or other recorded images produced by a photo speed violation monitoring system, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotape or other recorded images evidencing such a violation shall include at least two date and time-stamped images of the rear of the motor vehicle that include the same stationary object near the motor vehicle and shall be available for inspection reasonably in advance of and at any proceeding to adjudicate the liability for such violation pursuant to this section.

(e) An owner liable for a violation of subdivision (b), (c), (d), (f) or (g) of section

eleven hundred eighty of this article pursuant to a demonstration program established pursuant to this section shall be liable for monetary penalties in accordance with a schedule of fines and penalties to be promulgated by the parking violations bureau of the city of Mt. Vernon. The liability of the owner pursuant to this section shall not exceed fifty dollars for each violation; provided, however, that such parking violations bureau may provide for an additional penalty not in excess of twenty-five dollars for each violation for the failure to respond to a notice of liability within the prescribed time period.

(f) An imposition of liability under the demonstration program established pursuant to this section shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

(g) 1. A notice of liability shall be sent by first-class mail to each person alleged to be liable as an owner for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section, within fourteen business days if such owner is a resident of this state and within forty-five business days if such owner is a non-resident. Personal delivery on the owner shall not be required. A manual or automatic record of mailing prepared in the ordinary course of business shall be prima facie evidence of the facts contained therein.

2. A notice of liability shall contain the name and address of the person alleged to be liable as an owner for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation, the identification number of 10 the camera which recorded the violation or other document locator number, at least two date and time stamped images of the rear of the motor vehicle that include the same stationary object near the motor vehicle, and the certificate charging the liability.

3. The notice of liability shall contain information advising the person charged of the manner and the time in which such person may contest the liability alleged in the notice. Such notice of liability shall also contain a prominent warning to advise the person charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

4. The notice of liability shall be prepared and mailed by the city of Mt. Vernon, or by any other entity authorized by the city to prepare and mail such notice of liability.

(h) Adjudication of the liability imposed upon owners by this section shall be by the city of Mt. Vernon parking violations bureau.

(i) If an owner receives a notice of liability pursuant to this section for any time period during which the vehicle or the number plate or plates of such vehicle was reported to the police department as having been stolen, it shall be a valid defense to an allegation of liability for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section that the vehicle or the number plate or plates of such vehicle had been reported to the police as stolen prior to the time the violation occurred and had not been recovered by such time. For purposes of asserting the defense provided by this subdivision, it shall be sufficient that a certified copy of the police report on the stolen vehicle or number plate or plates of such vehicle be sent by first-class mail to the city of Mt. Vernon parking violations bureau or by any other entity authorized by the city to prepare and mail such notice of liability.

(j) 1. An owner who is a lessor of a vehicle to which a notice of liability was issued pursuant to subdivision (g) of this section shall not be liable for the violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section, provided that:

(i) prior to the violation, the lessor has filed with such parking violations bureau in accordance with the provisions of section two hundred thirty-nine of this chapter; and

(ii) within thirty-seven days after receiving notice from such bureau of the date and time of a liability, together with the other information contained in the original notice of liability, the lessor submits to such bureau the correct name and address of the lessee of the vehicle identified in the notice of liability at the time of such violation, together with such other additional information contained in the rental, lease or other contract document, as may be reasonably required by such bureau pursuant to regulations that may be promulgated for such purpose.

2. Failure to comply with subparagraph (ii) of paragraph one of this subdivision shall render the owner liable for the penalty prescribed in this section.

3. Where the lessor complies with the provisions of paragraph one of this subdivision, the lessee of such vehicle on the date of such violation shall be deemed to be the owner of such vehicle for purposes of this section, shall be subject to liability for such violation pursuant to this section and shall be sent a notice of liability pursuant to subdivision (g) of this section.

(k) 1. If the owner liable for a violation of subdivision (c) or (d) of section eleven hundred eighty of this article pursuant to this section was not the operator of the vehicle at the time of the violation, the owner may maintain an action for indemnification against the operator.

2. Notwithstanding any other provision of this section, no owner of a vehicle shall be subject to a monetary fine imposed pursuant to this section if the operator of such vehicle was operating such vehicle without the consent of the owner at the time such operator operated such vehicle in violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article. For purposes of this subdivision there shall be a presumption that the operator of such vehicle was operating such vehicle with the consent of the owner at the time such operator operated such vehicle in violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article.

(l) Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of subdivision (c) or (d) of section eleven hundred eighty of this article.

(m) If the city adopts a demonstration program pursuant to subdivision (a) of this section it shall conduct a study and submit an annual report on the results of the use of photo devices to the governor, the temporary president of the senate and the speaker of the assembly on or before the first day of June next succeeding the effective date of this section and on the same date in each succeeding year in which the demonstration program is operable. Such report shall include:

1. the locations where and dates when photo speed violation monitoring systems were used;
2. the aggregate number, type and severity of crashes, fatalities, injuries and property

damage reported within all school speed zones within the city, to the extent the information is maintained by the department of motor vehicles of this state;

3. the aggregate number, type and severity of crashes, fatalities, injuries and property damage reported within school speed zones where photo speed violation monitoring systems were used, to the extent the information is maintained by the department of motor vehicles of this state;

4. the number of violations recorded within all school speed zones within the city, in the aggregate on a daily, weekly and monthly basis;

5. the number of violations recorded within each school speed zone where a photo speed violation monitoring system is used, in the aggregate on a daily, weekly and monthly basis;

6. the number of violations recorded within all school speed zones within the city that were:

- (i) more than ten but not more than twenty miles per hour over the posted speed limit;
- (ii) more than twenty but not more than thirty miles per hour over the posted speed limit;
- (iii) more than thirty but not more than forty miles per hour over the posted speed limit; and
- (iv) more than forty miles per hour over the posted speed limit;

7. the number of violations recorded within each school speed zone where a photo speed violation monitoring system is used that were:

- (i) more than ten but not more than twenty miles per over the posted speed limit;
- (ii) more than twenty but not more than thirty miles per hour over the posted speed limit;
- (iii) more than thirty but not more than forty miles per hour over the posted speed limit; and
- (iv) more than forty miles per hour over the posted speed limit;

8. the total number of notices of liability issued for violations recorded by such systems;

9. the number of fines and total amount of fines paid after the first notice of liability issued for violations recorded by such systems;

10. the number of violations adjudicated and the results of such adjudications including breakdowns of dispositions made for violations recorded by such systems;

11. the total amount of revenue realized by the city in connection with the program;

12. the expenses incurred by the city in connection with the program; and
13. the quality of the adjudication process and its results.

(n) It shall be a defense to any prosecution for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section that such photo speed violation monitoring system was malfunctioning at the time of the alleged violation.

§ 2. Subdivision 2 of section 87 of the Public Officers Law is amended by adding a new paragraph (v) to read as follows:

(v) are photographs, microphotographs, videotape or other recorded images prepared under authority of section eleven hundred eighty-h of the vehicle and traffic law.

§ 3. The purchase or lease of equipment for a demonstration program established pursuant to section 1180-h of the vehicle and traffic law, as added by section one of this act, shall be subject to the provisions of section 103 of the general municipal law.

§ 4. This act shall take effect on the thirtieth day after it shall have become a law and shall expire on December 1, 2031, when upon such date the provisions of this act shall be deemed repealed. Effective immediately, the addition, amendment and/or repeal of any rule or regulation necessary for the implementation of this act on its effective date are authorized to be made and completed on or before such effective date.

New Matter Underlined  
Deleted Matter in Brackets [ ]

LOCAL LAW NO. \_\_ OF 2025

**A LOCAL LAW AMENDING THE VEHICLE AND TRAFFIC LAW AND THE PUBLIC OFFICER LAW IN RELATION TO AUTHORIZING THE CITY OF MOUNT VERNON TO ESTABLISH A SCHOOL SPEED ZONE DEMONSTRATION PROGRAM**

**BE IT ENACTED** by the City Council of the City of Mount Vernon, in regular session convened, as follows:

**Section 1. Title.** This Local Law shall be known and may be cited as “A Local Law Amending the Charter of the City of Mount Vernon to Amend the Vehicle and Traffic Law and the Public Officers Law in Relation to Authorizing the City of Mount Vernon to Establish a School Speed Zone Demonstration Program.”

**Section 2. Legislative Findings and Purpose.**

**WHEREAS**, the City Council of the City of Mount Vernon hereby finds that excessive vehicle speeds in the vicinity of schools pose a significant threat to the health, safety, and welfare of children, pedestrians, and the general public. The Council further finds that school speed zones, supported by automated speed enforcement technology, have been shown to be an effective tool in reducing speeding and improving traffic safety.

**WHEREAS**, the purpose of this Local Law is to authorize the City of Mount Vernon, subject to applicable provisions of state law, to establish and operate a School Speed Zone Demonstration Program, including the use of automated speed enforcement systems, in order to enhance traffic safety near schools, deter speeding violations, and protect vulnerable roadway users.

**Section 3. Authority.** This Local Law is adopted pursuant to the authority granted to municipalities under the New York State Constitution, the Municipal Home Rule Law, and, to the extent applicable, the Vehicle and Traffic Law and the Public Officers Law, including any special legislation authorizing demonstration programs for automated speed enforcement in school speed zones.

**NOW, THEREFORE, BE IT ENACTED** by the City Council of the City of Mount Vernon as follows:

Section 1. The vehicle and traffic law is amended by adding a new section 1180-h to read as follows:

§1180-h. Owner liability for failure of operator to comply with certain posted maximum speed limits; Mt. Vernon.

(a) 1. Notwithstanding any other provision of law, the city of Mt. Vernon is hereby authorized to establish a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with posted maximum speed limits in a school speed zone within such city (i) when a school speed limit is in effect, as provided in paragraphs one and two of subdivision (c) of section eleven hundred eighty of this article or (ii) when other speed limits are in effect as provided in subdivision (b), (d), (f) or (g) of section eleven hundred eighty of this article during the following times: (A) on school days during school hours and one hour before and one hour after the school day, and (B) a period during student activities at the school and up to thirty minutes immediately before and up to thirty minutes immediately after such student activities. Such a demonstration program shall empower the city of Mt. Vernon to install photo speed violation monitoring systems within no more than twenty school speed zones within such city at any one time and to operate such systems within such zones (iii) when a school speed limit is in effect as provided in paragraphs one and two of subdivision (c) of section eleven hundred eighty of this article or (iv) when other

speed limits are in effect as provided in subdivision (b), (d), (f) or (g) of section eleven hundred eighty of this article during the following times: (A) on school days during school hours and one hour before and one hour after the school day, and (B) a period during student activities at the school and up to thirty minutes immediately before and up to thirty minutes immediately after such student activities. In selecting a school speed zone in which to install and operate a photo speed violation monitoring system, the city shall consider criteria including, but not limited to, the speed data, crash history, and the roadway geometry applicable to such school speed zone.

2. No photo speed violation monitoring system shall be used in a school speed zone unless (i) on the day it is to be used, it has successfully passed a self-test of its functions; and (ii) it has undergone an annual calibration check performed pursuant to paragraph four of this subdivision. The city shall install signs giving notice that a photo speed violation monitoring system is in use to be mounted on advance warning signs notifying motor vehicle operators of such upcoming school speed zone and/or on speed limit signs applicable within such school speed zone, in conformance with standards established in the MUTCD.

3. Operators of photo speed violation monitoring systems shall have completed training in the procedures for setting up, testing, and operating such systems. Each such operator shall complete and sign a daily set-up log for each such system that such operator operates that (i) states the date and time when, and the location where, the system was set up that day, and (ii) states that such operator successfully performed, and the system passed, the self-tests of such system before producing a recorded image that day. The city shall retain each such daily log until the later of the date on which the photo speed violation monitoring system to which it applies has been permanently removed from use or the final resolution of all cases involving notices of liability issued based on photographs, microphotographs, videotape, or other recorded images produced by such system.

4. Each photo speed violation monitoring system shall undergo an annual calibration check performed by an independent calibration laboratory, which shall issue a signed certificate of calibration. The city shall keep each such annual certificate of calibration on file until the final resolution of all cases involving a notice of liability issued during such year which were based on photographs, microphotographs, videotape or other recorded images produced by such photo speed violation monitoring system.

(i) Such demonstration program shall utilize necessary technologies to ensure, to the extent practicable, that photographs, microphotographs, videotape, or other recorded images produced by such photo speed violation monitoring systems shall not include images that identify the driver, the passengers, or the contents of the vehicle. Provided, however, that no notice of liability issued pursuant to this section shall be dismissed solely because such a photograph, microphotograph, videotape or other recorded image allows for the identification of the driver, the passengers, or the contents of vehicles where the city shows that it made reasonable efforts to comply with the provisions of this paragraph in such case.

(ii) Photographs, microphotographs, videotape, or any other recorded image from a photo speed violation monitoring system shall be for the exclusive use of the city for the purpose of the adjudication of liability imposed pursuant to this section and of the owner receiving a notice of liability pursuant to this section, and shall be destroyed by the city upon the final resolution of the notice of liability to which such photographs, microphotographs, videotape or other recorded images relate, or one year following the date of issuance of such notice of liability, whichever is later. Notwithstanding the provisions of any other law, rule or regulation to the contrary, photographs, microphotographs, videotape or any other recorded image from a photo speed violation monitoring system shall not be open to the public, nor subject to civil or criminal process or discovery, nor used by any court or administrative or adjudicatory body in any action or proceeding therein except that which is necessary for the adjudication of a notice of liability issued pursuant to this section, and no public entity or employee, officer or agent thereof shall disclose such information, except that such

photographs, microphotographs, videotape or any other recorded images from such systems:

(A) shall be available for inspection and copying, and use by the motor vehicle owner and operator for so long as such photographs, microphotographs, videotape or other recorded images are required to be maintained or are maintained by such public entity, employee, officer or agent; and

(B) (1) shall be furnished when described in a search warrant issued by a court authorized to issue such a search warrant pursuant to article six hundred ninety of the criminal procedure law or a federal court authorized to issue such a search warrant under federal law, where such search warrant states that there is reasonable cause to believe such information constitutes evidence of, or tends to demonstrate that, a misdemeanor or felony offense was committed in this state or another state, or that a particular person participated in the commission of a misdemeanor or felony offense in this state or another state, provided, however, that if such offense was against the laws of another state, the court shall only issue a warrant if the conduct comprising such offense would, if occurring in this state, constitute a misdemeanor or felony against the laws of this state; and

(2) shall be furnished in response to a subpoena duces tecum signed by a judge of competent jurisdiction and issued pursuant to article six hundred ten of the criminal procedure law or a judge or magistrate of a federal court authorized to issue such a subpoena duces tecum under federal law, where the judge finds and the subpoena states that there is reasonable cause to believe such information is relevant and material to the prosecution, or the defense, or the investigation by an authorized law enforcement official, of the alleged commission of a misdemeanor or felony in this state or another state, provided, however, that if such offense was against the laws of another state, such judge or magistrate shall only issue such subpoena if the conduct comprising such offense would, if occurring in this state, constitute a misdemeanor or felony in this state; and

(3) may, if lawfully obtained pursuant to this clause and clause (A) of this subparagraph and otherwise admissible, be used in such criminal action or proceeding.

(b) If the city of Mt. Vernon establishes a demonstration program pursuant to subdivision (a) of this section, the owner of a vehicle shall be liable for a penalty imposed pursuant to this section if such vehicle was used or operated with the permission of the owner, express or implied, within a school speed zone in violation of subdivision (c) or during the times authorized pursuant to subdivision (a) of this section in violation of subdivision (b), (d), (f) or (g) of section eleven hundred eighty of this article, such vehicle was traveling at a speed of more than ten miles per hour above the posted speed limit in effect within such school speed zone, and such violation is evidenced by information obtained from a photo speed violation monitoring system; provided however that no owner of a vehicle shall be liable for a penalty imposed pursuant to this section where the operator of such vehicle has been convicted of the underlying violation of subdivision (b), (c), (d), (f), or (g) of section eleven hundred eighty of this article.

(c) For purposes of this section, the following terms shall have the following meanings:

1. “manual on uniform traffic control devices” or “MUTCD” shall mean the manual and specifications for a uniform system of traffic control devices maintained by the commissioner of transportation pursuant to section sixteen hundred eighty of this chapter;

2. “owner” shall have the meaning provided in article two-B of this chapter;

3. “photo speed violation monitoring system” shall mean a vehicle sensor installed to work in conjunction with a speed measuring device which automatically produces two or more photographs, two or more microphotographs, a videotape or other recorded images of each vehicle at the time it is used or operated in a school speed zone in violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article in accordance with the provisions of this section; and

4. “school speed zone” shall mean a distance not to exceed one thousand three hundred twenty feet on a highway passing a school building, entrance or exit of a school abutting on the highway.

(d) A certificate, sworn to or affirmed by a technician employed by the city of Mt. Vernon, or a facsimile thereof, based upon inspection of photographs, microphotographs, videotape or other recorded images produced by a photo speed violation monitoring system, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotape or other recorded images evidencing such a violation shall include at least two date and time-stamped images of the rear of the motor vehicle that include the same stationary object near the motor vehicle and shall be available for inspection reasonably in advance of and at any proceeding to adjudicate the liability for such violation pursuant to this section.

(e) An owner liable for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to a demonstration program established pursuant to this section shall be liable for monetary penalties in accordance with a schedule of fines and penalties to be promulgated by the parking violations bureau of the city of Mt. Vernon. The liability of the owner pursuant to this section shall not exceed fifty dollars for each violation; provided, however, that such parking violations bureau may provide for an additional penalty not in excess of twenty-five dollars for each violation for the failure to respond to a notice of liability within the prescribed time period.

(f) An imposition of liability under the demonstration program established pursuant to this section shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

(g) 1. A notice of liability shall be sent by first-class mail to each person alleged to be liable as an owner for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section, within fourteen business days if such owner is a resident of this state and within forty-five business days if such owner is a non-resident. Personal delivery on the owner shall not be required. A manual or automatic record of mailing prepared in the ordinary course of business shall be prima facie evidence of the facts contained therein.

2. A notice of liability shall contain the name and address of the person alleged to be liable as an owner for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation, the identification number of 10 the camera which recorded the violation or other document locator number, at least two date and time stamped images of the rear of the motor vehicle that include the same stationary object near the motor vehicle, and the certificate charging the liability.

3. The notice of liability shall contain information advising the person charged of the manner and the time in which such person may contest the liability alleged in the notice. Such notice of liability shall also contain a prominent warning to advise the person charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

4. The notice of liability shall be prepared and mailed by the city of Mt. Vernon, or by any other entity authorized by the city to prepare and mail such notice of liability.

(h) Adjudication of the liability imposed upon owners by this section shall be by the city of Mt. Vernon parking violations bureau.

(i) If an owner receives a notice of liability pursuant to this section for any time period during which the vehicle or the number plate or plates of such vehicle was reported to the police department as having been stolen, it shall be a valid defense to an allegation of liability for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section that the vehicle or the number plate or plates of such vehicle had been reported to the police as stolen prior to the time the violation occurred and had not been recovered by such time. For purposes of asserting the defense provided by this subdivision, it shall be sufficient that a certified copy of the police report on the stolen vehicle or number plate or plates of such vehicle be sent by first-class mail to the city of Mt. Vernon parking violations bureau or by any other entity authorized by the city to prepare and mail such notice of liability.

(j) 1. An owner who is a lessor of a vehicle to which a notice of liability was issued pursuant to subdivision (g) of this section shall not be liable for the violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section, provided that:

(i) prior to the violation, the lessor has filed with such parking violations bureau in accordance with the provisions of section two hundred thirty-nine of this chapter; and

(ii) within thirty-seven days after receiving notice from such bureau of the date and time of a liability, together with the other information contained in the original notice of liability, the lessor submits to such bureau the correct name and address of the lessee of the vehicle identified in the notice of liability at the time of such violation, together with such other additional information contained in the rental, lease or other contract document, as may be reasonably required by such bureau pursuant to regulations that may be promulgated for such purpose.

2. Failure to comply with subparagraph (ii) of paragraph one of this subdivision shall render the owner liable for the penalty prescribed in this section.

3. Where the lessor complies with the provisions of paragraph one of this subdivision, the lessee of such vehicle on the date of such violation shall be deemed to be the owner of such vehicle for purposes of this section, shall be subject to liability for such violation pursuant to this section and shall be sent a notice of liability pursuant to subdivision (g) of this section.

(k) 1. If the owner liable for a violation of subdivision (c) or (d) of section eleven hundred eighty of this article pursuant to this section was not the operator of the vehicle at the time of the violation, the owner may maintain an action for indemnification against the operator.

2. Notwithstanding any other provision of this section, no owner of a vehicle shall be subject to a monetary fine imposed pursuant to this section if the operator of such vehicle was operating such vehicle without the consent of the owner at the time such operator operated such vehicle in violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article. For purposes of this subdivision there shall be a presumption that the operator of such vehicle was operating such vehicle with the consent of the owner at the time such operator operated such vehicle in violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article.

(l) Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of subdivision (c) or (d) of section eleven hundred eighty of this article.

(m) If the city adopts a demonstration program pursuant to subdivision (a) of this section it shall conduct a study and submit an annual report on the results of the use of photo devices to the governor, the temporary president of the senate and the speaker

of the assembly on or before the first day of June next succeeding the effective date of this section and on the same date in each succeeding year in which the demonstration program is operable. Such report shall include:

1. the locations where and dates when photo speed violation monitoring systems were used;
2. the aggregate number, type and severity of crashes, fatalities, injuries and property damage reported within all school speed zones within the city, to the extent the information is maintained by the department of motor vehicles of this state;
3. the aggregate number, type and severity of crashes, fatalities, injuries and property damage reported within school speed zones where photo speed violation monitoring systems were used, to the extent the information is maintained by the department of motor vehicles of this state;
4. the number of violations recorded within all school speed zones within the city, in the aggregate on a daily, weekly and monthly basis;
5. the number of violations recorded within each school speed zone where a photo speed violation monitoring system is used, in the aggregate on a daily, weekly and monthly basis;
6. the number of violations recorded within all school speed zones within the city that were:
  - (i) more than ten but not more than twenty miles per hour over the posted speed limit;
  - (ii) more than twenty but not more than thirty miles per hour over the posted speed limit;
  - (iii) more than thirty but not more than forty miles per hour over the posted speed limit; and
  - (iv) more than forty miles per hour over the posted speed limit;
7. the number of violations recorded within each school speed zone where a photo speed violation monitoring system is used that were:
  - (i) more than ten but not more than twenty miles per over the posted speed limit;
  - (ii) more than twenty but not more than thirty miles per hour over the posted speed limit;
  - (iii) more than thirty but not more than forty miles per hour over the posted speed limit; and
  - (iv) more than forty miles per hour over the posted speed limit;
8. the total number of notices of liability issued for violations recorded by such systems;
9. the number of fines and total amount of fines paid after the first notice of liability issued for violations recorded by such systems;
10. the number of violations adjudicated and the results of such adjudications including breakdowns of dispositions made for violations recorded by such systems;
11. the total amount of revenue realized by the city in connection with the program;
12. the expenses incurred by the city in connection with the program; and
13. the quality of the adjudication process and its results.

(n) It shall be a defense to any prosecution for a violation of subdivision (b), (c), (d), (f) or (g) of section eleven hundred eighty of this article pursuant to this section that such photo speed violation monitoring system was malfunctioning at the time of the alleged violation.

§ 2. Subdivision 2 of section 87 of the Public Officers Law is amended by adding a new paragraph (v) to read as follows:

(v) are photographs, microphotographs, videotape or other recorded images prepared under authority of section eleven hundred eighty-h of the vehicle and traffic law.

§ 3. The purchase or lease of equipment for a demonstration program established pursuant to section 1180-h of the vehicle and traffic law, as added by section one of this act, shall be subject to the provisions of section 103 of the general municipal law.

§ 4. This act shall take effect on the thirtieth day after it shall have become a law and shall expire on December 1, 2031, when upon such date the provisions of this act shall be deemed repealed. Effective immediately, the addition, amendment and/or repeal of any rule or regulation necessary for the implementation of this act on its effective date are authorized to be made and completed on or before such effective date.

New Matter Underlined  
Deleted Matter in Brackets [ ]



# 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 -1790

**Agenda Date:** 12/23/2025

**Agenda #:** 8.

### City Council:

**A RESOLUTION REQUESTING THE ENACTMENT  
OF SPECIAL LEGISLATION AUTHORIZING THE  
RETROACTIVE GRANT OF A REAL PROPERTY TAX  
EXEMPTION AND THE CANCELLATION OF  
DELINQUENT TAXES AND ACCRUED INTEREST  
FOR WESTCHESTER MUSLIM CENTER, INC., LOCATED  
AT 22 BROOKFIELD ROAD, MOUNT VERNON, NEW YORK  
(TAX ID. #165.25-2142-4)**

**WHEREAS**, the City Council of the City of Mount Vernon has received correspondence dated November 3, 2025, from the Commissioner of Assessment regarding the parcel located at 22 Brookfield Road, Mount Vernon, New York 10552, and identified on the Official Tax Map of the City of Mount Vernon as Tax Map Section 165.26, Block 2142, Lot 4 (the “Subject Property”); and

**WHEREAS**, Westchester Muslim Center, Inc. is the owner of real property located at 22 Brookfield Road, Mount Vernon, New York 10552, and identified on the Official Tax Map of the City of Mount Vernon as Tax Map Section 165.26, Block 2142, Lot 4 (the “Subject Property”); and

**WHEREAS**, Westchester Muslim Center, Inc. is a nonprofit religious organization eligible for a real property tax exemption pursuant to Section 420-a and/or 420-b of the New York State Real Property Tax Law; and

**WHEREAS**, because of a clerical error, the Subject Property was improperly included in the taxable portion of the 1993 Final City Assessment Roll for City tax purposes, resulting in the removal of the nonprofit tax exemption (RP-420--a/b - Rnw-11) from the exempt portion of said roll; and

**WHEREAS**, due to this clerical error, the Subject Property was included in the taxable portion of the 1994 City Assessment Roll, resulting in City taxes being levied for that year only; and

**WHEREAS**, delinquent taxes are now due and owing, and the Subject Property is included on the City’s List of Delinquent Taxes solely as a result of its erroneous inclusion in the taxable portion of the 1994 City Assessment Roll; and

**WHEREAS**, the Subject Property was otherwise properly listed on the exempt portion of the City Assessment Rolls for Assessment Years 1990, 1991, 1992, and 1993; and

**WHEREAS**, Westchester Muslim Center, Inc. is pursuing special legislation from the New York State Legislature that would authorize it to retroactively apply for and receive a real property tax exemption for Assessment Year 1994, thereby placing the Subject Property on the exempt portion of

the 1994 City Assessment Roll; and

**WHEREAS**, such retroactive correction would nullify all delinquent City taxes, penalties, and accrued interest currently outstanding on the Subject Property; and

**WHEREAS**, the City of Mount Vernon fully supports Westchester Muslim Center, Inc.'s efforts to pursue special legislation to correct this clerical error and to ensure equitable and lawful treatment of the Subject Property; and

**WHEREAS**, pursuant to Article IX of the New York State Constitution and Section 40 of the New York State Municipal Home Rule Law, the enactment of such special legislation requires a Home Rule Request from the City of Mount Vernon;

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

**Section 1. Home Rule Request.** The City Council of the City of Mount Vernon hereby requests that the New York State Legislature enact special legislation authorizing Westchester Muslim Center, Inc. to retroactively apply for a real property tax exemption for Assessment Year 1994 pursuant to Section 420-a and/or 420-b of the Real Property Tax Law, and to place the Subject Property on the exempt portion of the 1994 City Assessment Roll.

**Section 2. Cancellation of Delinquent Taxes and Interest.** Such special legislation shall further authorize the cancellation, remission, and nullification of all delinquent City taxes, penalties, and accrued interest levied against the Subject Property that resulted from the clerical error described herein.

**Section 3. Certification and Transmittal.** The City Clerk is hereby authorized and directed to forward certified copies of this Resolution to the Governor of the State of New York, the Temporary President of the Senate, the Speaker of the Assembly, and the City of Mount Vernon's State legislative delegation, together with such additional documentation as may be required to effectuate this Home Rule Request.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.



**CITY COUNCIL**  
**CITY OF MOUNT VERNON**  
ONE ROOSEVELT SQUARE  
MOUNT VERNON, NY 10550  
(914) 665-2352 · FAX (914) 668-6044

**CITY COUNCIL MEMBERS**

Danielle Browne, Esq., President  
Jaevon Boxhill  
Cathlin B. Gleason  
Edward Poteat  
Derrick Thompson

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December 4, 2025

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

Dear Honorable City Council Members.

This correspondence is submitted in reference to a letter dated November 3, 2025, from the Commissioner of Assessment, requesting approval for the correction of delinquent taxes and interest for **22 Brookfield Road 165.26-2142-4**. The request arises from a clerical error in which the subject property was erroneously included in the taxable portion of the 1993 City Final Assessment Roll for City taxes.

Accordingly, this letter respectfully requests that this Honorable Body pass a resolution formally requesting our State Legislators to introduce a State bill authorizing the necessary modification.

Should this meet with the City Council's approval, I further request that the appropriate legislation be enacted to reflect this correction.

Thank you for your attention and consideration of this matter.

Respectfully,

Antoinette Anderson  
Legislative Assistant to City Council



CITY OF MOUNT VERNON, N.Y.  
DEPARTMENT of ASSESSMENT

**SHAWYN PATTERSON-HOWARD**  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY, 10550  
(914) 665-2328 – Fax: (914) 665-3522

**Stephanie Vanderpool**  
*Commissioner*

**Cranson D. Johnson**  
*Deputy Commissioner*

November 3, 2025

**Re: Westchester Muslin Center, Inc.**  
**22 Brookfield Rd**  
**Mount Vernon, Ny 10552**  
**165.26-2142-4**

**To: Whom it May Concern:**

It is requested that legislation be enacted approving Delinquent taxes and Interest for Westchester Muslin Center, Inc., due to the following reason: As a result of “***Clerical Error***” the subject property having been included in the “taxable” portion of the 1993 City Final Assessment Roll for the City taxes.

Nonprofit Organizations tax exemption (RP-420- -a/b- Rnw-II) was removed from the exempt portion of the 1993 Final City Assessment Roll as a result of the Subject property having been included in the “taxable” portion for the 1994 City taxes portion only.

If this meet the approval of your Honorable Body, would you kindly have the necessary legislation enacted.

Respectfully submitted,

Stephanie Vanderpool  
Commissioner of Assessment

**WHEREAS**, Westchester Muslin Center, Inc is the owner of the property located at 22 Brookfield Road, Mount Vernon, New York 10550, and identified as Tax Id # **165.25-2142-4** on the Official Tax Map of the City of Mount Vernon (the “Subject Property “); and

**WHEREAS**, delinquent taxes are now due and owing, and the Subject Property is included in the List of Delinquent Taxes, as a result of the Subject Property having been included in the “taxable” portion of the 1994 City Assessment Roll; and

**WHEREAS**, the Subject Property has been listed on the “exempt” portion of the City Assessment Roll for Assessment Years 1990,1991,1992 and 1993

**WHEREAS**, Westchester Muslin Center, Inc., is pursuing special legislation from the New York State Legislature that will allow it to retroactively apply for an exemption for Assessment Year 1994 and have the Subject Property placed on the exempt portion of the 1994 City Assessment Roll, which would nullify the delinquent taxes on the Subject Property; and

**WHEREAS**, the City fully supports Westchester Muslin Center, Inc., efforts to pursuing special legislation from the New York State Legislature that will allow Westchester Muslin Center, Inc., to retroactively apply for an exemption for Assessment Year 1994 and have the Subject Property placed on the exempt portion of the 1994 City Assessment Roll, ***which would nullify all outstanding taxes payments and any accrued interest on the Subject Property***



CITY OF MOUNT VERNON, N.Y.  
DEPARTMENT of ASSESSMENT

SHAWYN PATTERSON-HOWARD  
Mayor

City Hall, One Roosevelt Square  
Mount Vernon, NY. 10550  
(914) 665-2328 – Fax: (914) 665-3522

Stephanie Vanderpool  
Commissioner

Cranson D. Johnson  
Deputy Commissioner

June 2, 2025

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

*Re: Westchester Muslin Center, Inc.  
22 Brookfield Rd  
Mount Vernon, NY 10552  
165.26-2142-4*

Dear Honorable City Council Members:

It is requested that legislation be enacted approving Delinquent taxes and Interest for Westchester Muslin Center, Inc., due to the following reason: As a result of “Clerical Error “the subject property having been included in the “taxable” portion of the 1994 City Assessment Roll for year City taxes.

Not for Profit tax exemption was removed from exempt portion of the 1994 City Assessment Roll as a result of the Subject property having been included in the “taxable” portion for the 1994 City taxes and of the County levy for sewer and refuse portion only.

- Taxes \$34,565.00
  - Interest \$ 194,428.13
- Total of \$ 228,993.13

If this meets the approval of your Honorable Body, would you kindly have the necessary legislation enacted.

Respectfully submitted,

Stephanie Vanderpool  
Commissioner of Assessment  
City Hall- One Roosevelt Square  
Mount Vernon, Ny 10550  
Email [Svanderpool@mountvernonny.gov](mailto:Svanderpool@mountvernonny.gov)

Cc: Mayor office  
Corporation Counsel  
Comptroller’s Office

City of Mount Vernon, NY  
Office of the Comptroller  
Status of Account

Block.Lot.Suffix 2142.4.-0

Owner

WSTCHR MUSLIM CENTER,INC

Parcel Address: 22 BROOKFIELD RD

Lots: 4

Acct: 046540

Mailing Address

WSTCHR MUSLIM CENTER,INC

22 BROOKFIELD ROAD

MOUNT VERNON NY 10552

Bank Code 0

Tax	Date	1st Half	Int/Fee	Date Paid	Paid With	2nd Half	Int/Fee	Date Paid	Paid With
City	1/1/94	17,282.50	97,991.78			17,282.50	96,436.35		
County	4/1/94	2,200.00		4/20/94	Ck				
County	4/1/95	2,425.00	327.37	1/4/96	Ck				
County	4/1/96	2,602.50		4/16/96	Ck				
County	4/1/97	2,562.50		4/7/97	Ck				
County	4/1/98	2,635.00		4/20/98	Ck				
County	4/1/99	2,597.50		4/19/99	Ck				
City	1/1/00								
County	4/1/00	2,480.00		4/20/00	Ck				
County	4/1/01	2,400.00		4/17/01	Ck				
County	4/1/02	2,397.50		3/29/02	Ck				
County	4/1/03	2,707.50		4/3/03	Ck				
County	4/1/04	2,832.50		4/5/04	Ck				
County	4/1/05	3,090.00		4/5/05	Ck				
County	4/1/06	3,500.00		4/5/06	Ck				
County	4/1/07	3,615.00		4/4/07	Ck				
County	4/1/08	3,947.50		4/10/08	Ck				
County	4/1/09	4,247.50	127.43	6/2/09	Ck				
County	4/1/10	4,485.00		4/7/10	Ck				
County	4/1/11	4,367.50		4/21/11	Ck				
County	4/1/12	4,357.50		4/24/12	Ck				
County	4/1/13	4,225.00		4/23/13	Ck				
County	4/1/14	3,890.00		4/11/14	Ck				
County	4/1/15	3,867.50		4/13/15	Ck				
County	4/1/16	3,932.50		4/15/16	Ck				
County	4/1/17	3,722.50		4/19/17	Ck				
County	4/1/18	3,820.00		5/3/18	Ck				
County	4/1/19	3,932.50		4/30/19	Ck				
County	4/1/20	4,042.50		5/21/20	Ck				
County	4/1/21	4,162.50		4/16/21	Ck				

**TOTAL OWED**

Taxes	34,565.00
Interest	194,428.13
School tax collection fee	0.00
<b>Grand total owed</b>	<b>228,993.13</b>

Please Note: Interest changes the first day of every month.

CITY OF MOUNT VERNON  
COUNTY OF WESTCHESTER  
STATE OF NEW YORK

A S S E S S M E N T R O L L  
TAXABLE STATUS DATE 05-01-93

MT. VERNON CITY SCHOOL DISTRICT  
PAGE 2727  
ROLL SECT: 8 (WHOLLY EXEMPT)  
SMIS CODE 550800

OWNER/LOCATION	MAILING ADDRESS	EXEMPTIONS	DEED DATE	LIBER P/D #	MAIL AUTH	SMR DIST: 0	REF CODE:	RE CL: 692
2 2142.004.000 WSTCHR MUSLIM CENTER, INC 22 3RD DUKFIELD RD C/O: AZIZ A. JAFFRI 23 ASHFORD AVENUE DOBBS FERRY, NY 10522	NEW YORK, STATE OF	12100 \$200						
165.026 E 207461 N 232724	CI	XO	SM	SC	RF	SMR DIST: 0	REF CODE:	RE CL: 620
ASSESSED VALUE	\$40,000	\$40,000	\$210,000	\$210,000	\$210,000	\$210,000	\$250,000	\$250,000
LAND VALUE	\$210,000	\$210,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
IMPROVEMENT VALUE	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
TOTL ASSESSED VALUE	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
NET TAXABLE VALUE	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
2 2142.007.000 VAJIRADHAMMADIP TEMPLE VAC CALIFORNIA RD 75 CALIFORNIA ROAD MOUNT VERNON, NY 10552	NEW YORK, STATE OF	25110 \$5,500						
165.025 E 207433 N 232631	CI	XO	SM	SC	RF	SMR DIST: 0	REF CODE:	RE CL: 310
ASSESSED VALUE	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
LAND VALUE	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
IMPROVEMENT VALUE	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
TOTL ASSESSED VALUE	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
NET TAXABLE VALUE	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
2 2142.008.000 VAJIRADHAMMADIP TEMPLE VAC CALIFORNIA RD 75 CALIFORNIA ROAD MOUNT VERNON, NY 10552	NEW YORK, STATE OF	25110 \$5,200						
165.025 E 207395 N 232625	CI	XO	SM	SC	RF	SMR DIST: 0	REF CODE:	RE CL: 310
ASSESSED VALUE	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200
LAND VALUE	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200
IMPROVEMENT VALUE	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200
TOTL ASSESSED VALUE	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200
NET TAXABLE VALUE	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200

Swis\SBL  Name   
 Location  Last Change  By   
 Ownership  Res %  County  City  School \*   
 Prop Class  Religious  Taxable Val     
 Exemption Letter Dates: Senior Tot     
 Approval  Renewal  Prior STAR Credit Type:  \* The school taxable value does not include STAR.  
 Enhanced IVP Status:  Basic IVP Status:

Exempt Code	Amount	%	Initial Date	Ending Date	Own %	Ex Apprvd	Apprv Printed	Renew Recvd	IVP Enrolled	Remove STAR	
▶ 25110	250000	0	1/1/1994			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	▲





BLOCK 2142 LOT 445 OWNER Auto Refolos ORTH. Church LOCATION Brookfield Rd

FRONT	REAR	AV. DEPTH.	CORNER OTHER	DEPTH %	ADJ. FRONT FT.	FACTOR	ADV. ALLOW.	SOUND VALUE	ASSESSOR'S VALUE
TOTAL LAND									

BUILDINGS	CUBIC FEET	FACTOR	REPLACEMENT COST	CONDITION	DEPR. PHYS.	DEPR. OTHER	SOUND VALUE	ASSESSOR'S VALUE	
Roof	17X64		7000	F	40		4900		
Roof	28672	1.27	36400		75	20	1600		
28x16x9			7600						
17x14x5									
14x26									
22x27									
LAND AREA		24500		TOTAL BUILDINGS		3400		TOTAL LAND & BUILDINGS	

**BUILDING DATA**

TYPE OF BUILDING: 5-4 DORMERS

NO. OF STORIES: 19

AREA: Ground Sq. Ft. Total Sq. Ft.

HEIGHT: Cu. Ft. VOLUME: 1910

DATE BUILT: 1910

DATE ALTERED: 1910

CONSTRUCTION: BRICK

ELEVATORS: No. Type

AIR CONDITIONING

SPRINKLERED

AIR COOLING

ELECT.-GENERATOR

LAYOUT

No. of Rooms

No. of Apts.

No. of Stores

No. of Baths

No. of Offices

Garage (Att.-Det.-Built in)

DATE: 4/2/92 INSPECTOR: GWT

**REMARKS**

1000 Fdt 1st - 1

2800 - 906 2nd - 2 Bm

3 - 3' Dormers old - 1/20

Floor	Overall Dimensions	Less Courts	Square Feet	Height	Cubic Feet
1st	33x38		1254	14	17552
2nd	6x20				
See lot 1					







# 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 -1791  
A

Agenda Date: 12/23/2025

Agenda #: 11 -

### CityCouncil:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF MOUNT VERNON, NEW YORK, AUTHORIZING  
HOME RULE REQUEST FOR STATE LEGISLATION  
TO CORRECT THE PROPERTY CLASSIFICATION  
AND DELINQUENT TAXES AND INTEREST  
FOR 40 NORTH TENTH AVENUE  
SECTION/BLOCK/LOT: 165.61-1078-5**

**WHEREAS**, the City Council of the City of Mount Vernon has received correspondence dated November 3, 2025, from the Commissioner of Assessment regarding the parcel located at 40 North Tenth Avenue, identified on the tax rolls as Section 165.61, Block 1078, Lot 5; and

**WHEREAS**, Tanya Hairston is the owner of real property located at 40 North Tenth Avenue, Mount Vernon, New York 10552, designated on the City Assessment Roll as Section 165.61, Block 1078, Lot 5 (the "Subject Property"); and

**WHEREAS**, due to a clerical error, the Subject Property was improperly classified as Commercial Property - NYS Code (418) Inns, Lodging, Boarding House on portions of the 2011 through 2020 Final City Assessment Rolls, which classification was utilized for City, County, and Mount Vernon School District tax levies; and

**WHEREAS**, upon review of official City records, including Building Department records, the Subject Property has been consistently but incorrectly classified as commercial, when in fact its actual and lawful use is a Residential Two-Family Dwelling - NYS Code (220); and

**WHEREAS**, the incorrect commercial classification constitutes a longstanding error that likely resulted in an overassessment of property taxes and the denial of applicable homestead and residential exemptions; and

**WHEREAS**, the Subject Property was listed as commercial on the City Assessment Rolls for Assessment Years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, and 2020; and

**WHEREAS**, as a result of this clerical error, delinquent taxes and accrued interest have been assessed against the Subject Property; and

**WHEREAS**, Tanya Hairston is pursuing special legislation before the New York State Legislature that would authorize the retroactive correction of the property classification on the 2011-2020 City Assessment Rolls, thereby nullifying all delinquent taxes and accrued interest associated with the erroneous classification; and

**WHEREAS**, the City of Mount Vernon supports Ms. Hairston's efforts to obtain special

legislation permitting the retroactive reclassification of the Subject Property to its proper residential classification and the corresponding adjustment of tax liabilities; and

**WHEREAS**, the City Council finds it in the best interest of the City and the property owner to seek such State authorization to correct the record and ensure fairness in the assessment and taxation process; NOW, THEREFORE, BE IT

**RESOLVED**, that the City Council of the City of Mount Vernon hereby formally requests that the Honorable Members of the New York State Legislature introduce and support a bill authorizing the correction of the delinquent taxes and accrued interest erroneously levied against the property located at 40 North Tenth Avenue (Parcel ID 165.61-1078-5) for the 2011-2020 tax years resulted from a clerical error in property classification. ; and BE IT FURTHER

**RESOLVED**, that the City Council hereby authorizes the Mayor, the City Clerk, and any other necessary City officials to execute the Home Rule Request documents, special legislation from the New York State Legislature to retroactively correct the classification of the Subject Property to Residential Two-Family Dwelling (NYS Code 220) for Assessment Years 2011 through 2020.

**RESOLVED**, the City Council further supports the nullification of all outstanding delinquent taxes and accrued interest attributable to the erroneous commercial classification of the Subject Property, contingent upon the enactment of such special legislation that upon approval of the State legislation, the appropriate City departments shall take all steps necessary to implement the correction of the assessment records and adjust the affected tax amounts, and BE IT FURTHER

**RESOLVED**, the Mayor, Corporation Counsel, Commissioner of Assessment, and any other appropriate City officials are hereby authorized to take all necessary actions and provide all necessary documentation in support of the foregoing, and this Resolution shall take effect immediately.



**CITY COUNCIL**  
**CITY OF MOUNT VERNON**  
ONE ROOSEVELT SQUARE  
MOUNT VERNON, NY 10550  
(914) 665-2352 · FAX (914) 668-6044

**CITY COUNCIL MEMBERS**

Danielle Browne, Esq., President  
Jaevon Boxhill  
Cathlin B. Gleason  
Edward Poteat  
Derrick Thompson

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December 4, 2025

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

Dear Honorable City Council Members.

This correspondence is submitted in reference to a letter dated November 3, 2025, from the Commissioner of Assessment, requesting approval for the correction of delinquent taxes and interest for **40 North Tenth Avenue – 165.61-1078-5**. The request arises from a clerical error in which the subject property was erroneously included in the taxable portion of the 2011-2020 City Final Assessment Roll for City, County and Mount Vernon School district taxes.

Accordingly, this letter respectfully requests that this Honorable Body pass a resolution formally requesting our State Legislators to introduce a State bill authorizing the necessary modification.

Should this meet with the City Council's approval, I further request that the appropriate legislation be enacted to reflect this correction.

Thank you for your attention and consideration of this matter.

Respectfully,

Antoinette Anderson  
Legislative Assistant to City Council



CITY OF MOUNT VERNON, N. Y.  
DEPARTMENT of ASSESSMENT

**SHAWYN PATTERSON-HOWARD**  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY, 10550  
(914) 665-2328 – Fax: (914) 665-3522

**Stephanie Vanderpool**  
*Commissioner*

**Cranson D. Johnson**  
*Deputy Commissioner*

November 3, 2025

***Re: Tanya Hairston***  
***40 North Tenth Avenue***  
***Mount Vernon, Ny 10552***  
***165.61-1078-5***

**To: Whom it May Concern:**

It is requested that legislation be enacted approving Delinquent taxes and Interest for Tanya Hairston , due to the following reason: As a result of “ **Clerical Error**” the subject property having been included as commercial property on the portion of the 2011 -2020 Final City Assessment Rolls for the City, County and Mount Vernon School district tax levies .

The subject property upon reviewing the official records, it appears the property has been consistently but incorrectly classified per ***NYS code as Commercial- (418) Inns, Lodging, Boarding house.***

The correct classification based on the actual use and Building department records ***per NYS code as (220) Residential two-family dwelling.***

The longstanding error has likely led to an incorrect overassessment of property taxes, and denial of eligible homestead exemptions.

If this meet the approval of your Honorable Body, would you kindly have the necessary legislation enacted.

Respectfully submitted,

Stephanie Vanderpool  
Commissioner of Assessment

**WHEREAS**, Tanya Hairston, is the owner of the property located at 40 North Tenth Ave Mount Vernon, New York 10550, and identified as Tax Id # **165.61-1078-5** on the Official Tax Map of the City of Mount Vernon (the “Subject Property “); and

**WHEREAS**, delinquent taxes and interest are now due and owing, and the Subject Property is included in the List of Delinquent Taxes, as a result of the Subject Property having been included as a commercial property on the portion of the 2011 City Assessment Roll; and

**WHEREAS**, the Subject Property has been listed as “commercial” portion of the City Assessment Roll for Assessment Years ,2012,2013.2014,2015,2016,2017, 2018,2019 and 2020 and

**WHEREAS**, Tanya Hairston, is pursuing special legislation from the New York State Legislature that will allow to have the Subject Property correct property classification placed on of the 2011-2020 City Assessment Rolls, which would nullify the delinquent taxes and interest on the Subject Property; and

**WHEREAS**, the City fully supports Tanya Hairston , efforts to pursuing special legislation from the New York State Legislature that will allow Ms. Hairston , to retroactively apply for a reclassified property for Assessment Years 2011-2020 and have the Subject Property placed onto the correct property classification of the 2011-2020 City Assessment Rolls, ***which would nullify all outstanding and delinquent taxes and any accrued interest on the Subject Property.***



CITY OF MOUNT VERNON, N.Y.  
DEPARTMENT of ASSESSMENT

SHAWYN PATTERSON-HOWARD  
Mayor

City Hall, One Roosevelt Square  
Mount Vernon, NY. 10550  
(914) 665-2328 – Fax: (914) 665-3522

Stephanie Vanderpool  
Commissioner

Cranson D. Johnson  
Deputy Commissioner

June 4, 2025

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

Re Tanya Hairston  
40 North 10<sup>th</sup> Ave  
Mount Vernon, NY 10552  
165.61-1078-5

Dear Honorable City Council Members:

It is requested that legislation be enacted approving Delinquent taxes and Interest fees for Ms. Tanya Hairston, due to the following reason: As a result of “**Clerical Error**” the subject property having been incorrect entry of assessed valuation as a commercial property instead of a residential property and at a higher assessed value.

The incorrect property type classification per NYS code as “**418**” which is defined Commercial as **Inns, Lodging, Boarding house**. The correct property type class is “**220**” which is defined as Residential **Two-Family dwelling**.

The assessment base on incorrect property class code on the 2011- 2020 Final Assessment rolls.

Taxes	\$194,112.34
Interest	<u>\$228,853.29</u>
Total amount due	\$422,965.63

If this meets the approval of your Honorable Body, would you kindly have the necessary legislation enacted.

Respectfully submitted,

*S. Vanderpool*  
Stephanie Vanderpool  
Commissioner of Assessment  
City Hall- One Roosevelt Square  
Mount Vernon, Ny 10550  
Email [svanderpool@mountvernonny.gov](mailto:svanderpool@mountvernonny.gov)

Cc: Mayor office  
Corporation Counsel  
Comptroller’s Office  
Office file

City of Mount Vernon, NY  
Office of the Comptroller  
Status of Account

**Interest As Of**  
**08/31/2025**

Block.Lot.Suffix 1078.5.-0

Owner

Mailing Address

HAIRSTON, TANYA

HAIRSTON, TANYA

Parcel Address: 40 TENTH AVE ,N

40 N 10TH AVE

Lots: 5

Acct: 013070

MOUNT VERNON NY 10550

Bank Code 0

Tax	Date	1st Half	Int/Fee	Date Paid	Paid With	2nd Half	Int/Fee	Date Paid	Paid With
School	7/1/88	999.24		8/1/88	Ck	999.24		2/1/89	Ck
City	1/1/89	546.05		2/1/89	Ck	546.05		7/19/89	Ck
County	4/1/89	710.73		4/17/89	Ck				
School	7/1/89	1,188.58		7/27/89	Ck	1,188.58		1/29/90	Ck
City	1/1/90	582.23		1/29/90	Ck	582.23		7/16/90	Ck
County	4/1/90	815.52		4/13/90	Ck				
School	7/1/90	1,248.15		7/23/90	Ck	1,248.15		1/29/91	Ck
City	1/1/91	634.49		1/28/91	Ck	634.49		7/29/91	Ck
County	4/1/91	865.23		4/18/91	Ck				
School	7/1/91	1,370.96		9/24/91	Ck	1,370.96		2/5/92	Ck
City	1/1/92	707.99	21.24	2/28/92	Ck	707.99		7/20/92	Ck
County	4/1/92	899.54		4/28/92	Ck				
School	7/1/92	1,521.24		8/4/92	Ck	1,521.24		1/27/93	Ck
City	1/1/93	877.70		1/25/93	Ck	877.70		7/23/93	Ck
County	4/1/93	1,057.79		4/27/93	Ck				
School	7/1/93	1,650.15		8/11/93	Ck	1,650.15		1/26/94	Ck
City	1/1/94	926.34		1/28/94	Ck	926.34		8/1/94	Ck
County	4/1/94	1,008.35		4/26/94	Ck				
School	7/1/94	1,762.97		10/5/94	Ck	1,762.97		2/1/95	Ck
City	1/1/95	956.49		2/1/95	Ck	956.49		8/1/95	Ck
County	4/1/95	1,120.91		4/28/95	Ck				
School	7/1/95	1,844.04		8/31/95	Ck	1,844.04		1/24/96	Ck
City	1/1/96	983.43		2/1/96	Ck	983.43		8/2/96	Ck
County	4/1/96	1,168.21		4/25/96	Ck				
School	7/1/96	1,952.38		10/3/96	Ck	1,952.38		12/23/96	Ck
City	1/1/97	1,057.26		2/6/97	Ck	1,057.26		8/4/97	Ck
County	4/1/97	1,160.30		5/2/97	Ck				
School	7/1/97	2,024.81		8/1/97	Ck	2,024.81		2/4/98	Ck
City	1/1/98	1,094.25		2/6/98	Ck	1,094.25		8/5/98	Ck
County	4/1/98	1,250.09		5/1/98	Ck				
School	7/1/98	2,073.59		8/5/98	Ck	2,073.59		2/1/99	Ck
City	1/1/99	1,146.71		2/3/99	Ck	1,146.71		7/26/99	Ck
County	4/1/99	1,272.07		4/30/99	Ck				
School	7/1/99	2,068.16		8/16/99	Ck	2,068.16		1/21/00	Ck
City	1/1/00	1,199.97		1/21/00	Ck	1,199.97		7/28/00	Ck
County	4/1/00	1,224.62		5/1/00	Ck				
School	7/1/00	2,195.32		8/4/00	Ck	2,195.32		1/19/01	Ck
City	1/1/01	1,247.34		1/26/01	Ck	1,247.34		8/1/01	Ck
County	4/1/01	1,092.63		4/26/01	Ck				
School	7/1/01	2,371.53		8/1/01	Ck	2,371.53		1/24/02	Ck
City	1/1/02	1,303.82		2/1/02	Ck	1,303.82	136.90	1/30/03	Ck

City of Mount Vernon, NY  
Office of the Comptroller  
Status of Account

**Interest As Of  
08/31/2025**

Block.Lot.Suffix 1078.5.-0

Owner

HAIRSTON, TANYA

Parcel Address: 40 TENTH AVE ,N

Mailing Address

HAIRSTON, TANYA

40 N 10TH AVE  
MOUNT VERNON NY 10550  
Bank Code 0

Lots: 5 Acct: 013070

Tax	Date	1st Half	Int/Fee	Date Paid	Paid With	2nd Half	Int/Fee	Date Paid	Paid With
County	4/1/02	1,123.19	168.48	1/30/03	Ck				
School	7/1/02	2,520.14	151.21	1/30/03	Ck	2,520.14		1/30/03	Ck
City	1/1/03	1,362.31		1/30/03	Ck	1,362.31		1/30/03	Ck
County	4/1/03	1,291.35	96.85	8/22/03	Ck				
School	7/1/03	2,875.24		7/30/03	Ck	2,875.24		1/7/04	Ck
City	1/1/04	1,469.98		1/7/04	Ck	1,469.98		7/12/04	Ck
County	4/1/04	1,459.66		4/6/04	Ck				
School	7/1/04	3,185.65		7/12/04	Ck	3,185.65	259.63	4/29/05	Ck
City	1/1/05	1,565.59	93.94	4/29/05	Ck	1,565.59		7/28/05	Ck
County	4/1/05	1,494.36		4/6/05	Ck				
School	7/1/05	3,427.32		7/28/05	Ck	3,427.32		1/5/06	Ck
City	1/1/06	1,625.96		1/5/06	Ck	1,625.96		7/25/06	Ck
County	4/1/06	1,687.60		4/26/06	Ck				
School	7/1/06	3,799.97		7/25/06	Ck	3,799.97	269.80	4/2/07	Ck
City	1/1/07	1,689.74	76.04	4/2/07	Ck	1,689.74		7/30/07	Ck
County	4/1/07	1,718.54	283.56	2/25/08	Ck				
School	7/1/07	4,053.90		7/30/07	Ck	4,053.90		1/30/08	Ck
City	1/1/08	1,780.66		1/30/08	Ck	1,780.66	80.13	10/1/08	Ck
County	4/1/08	1,856.04	55.68	5/16/08	Ck				
School	7/1/08	4,306.27		7/31/08	Ck	4,306.27		2/4/09	Ck
City	1/1/09	1,877.21		2/4/09	Ck	1,877.21	56.32	9/1/09	Ck
County	4/1/09	1,922.36		4/20/09	Ck				
School	7/1/09	4,822.67	48.23	9/1/09	Ck	4,822.67	393.05	4/20/10	Ck
City	1/1/10	1,942.80		1/27/10	Ck	1,942.80	116.57	11/3/10	Ck
County	4/1/10	1,974.49		4/20/10	Ck				
School	7/1/10	5,244.93	104.90	11/3/10	Ck	5,244.93		2/16/11	Ck
City	1/1/11	2,030.04		2/16/11	Ck	2,030.04	548.11	1/2/13	Ck
County	4/1/11	1,885.92		4/18/11	Ck				
School	7/1/11	877.77	1,122.23	5/5/21	Ck	5,628.28	9,914.22		
School	7/1/11	4,750.51	8,617.43						
City	1/1/12	2,154.79	5,268.46			2,154.79	5,106.85		
County	4/1/12	1,894.90	4,576.18						
School	7/1/12	5,730.43	9,733.14			5,730.43	9,372.12		
City	1/1/13	2,287.38	5,215.23			2,287.38	5,009.36		
County	4/1/13	1,779.52	3,977.23						
School	7/1/13	5,831.48	9,170.01			5,831.48	8,802.62		
City	1/1/14	2,465.20	5,139.94			2,465.20	4,955.05		
In Rem	3/1/14	250.00							
County	4/1/14	1,695.90	3,485.08						
School	7/1/14	6,088.30	8,806.73			6,088.30	8,423.16		
City	1/1/15	2,243.95	4,274.73			2,243.95	4,106.43		

City of Mount Vernon, NY  
Office of the Comptroller  
Status of Account

**Interest As Of**  
**08/31/2025**

Block.Lot.Suffix 1078.5.-0

Owner

HAIRSTON, TANYA

Mailing Address

HAIRSTON, TANYA

Parcel Address: 40 TENTH AVE ,N

40 N 10TH AVE

Lots: 5

Acct: 013070

MOUNT VERNON NY 10550

Bank Code 0

Tax	Date	1st Half	Int/Fee	Date Paid	Paid With	2nd Half	Int/Fee	Date Paid	Paid With
County	4/1/15	1,493.75	2,800.78						
School	7/1/15	5,338.94	7,050.07			5,338.94	6,713.72		
City	1/1/16	2,291.80	3,987.73			2,291.80	3,781.47		
County	4/1/16	1,576.10	2,671.49						
School	7/1/16	5,320.87	6,355.78			5,320.87	6,020.57		
City	1/1/17	2,316.43	3,578.88			2,316.43	3,405.15		
Water	3/1/17	267.82	409.77						
County	4/1/17	1,486.72	2,252.38						
School	7/1/17	5,357.50	5,724.49			5,357.50	5,386.97		
City	1/1/18	2,316.49	3,196.76			2,316.49	2,988.27		
County	4/1/18	1,587.58	2,119.42						
School	7/1/18	5,384.38	5,074.78			5,384.38	4,735.56		
City	1/1/19	2,361.18	2,762.58			2,361.18	2,620.91		
County	4/1/19	1,686.20	1,947.56						
School	7/1/19	5,463.60	4,461.03			5,463.60	4,116.82		
City	1/1/20	2,403.18	2,343.10			2,403.18	2,234.96		
County	4/1/20	1,784.83	1,740.21						
School	7/1/20	5,515.50	3,808.46			5,515.49	3,460.97		
City	1/1/21	2,496.02	1,984.34			2,496.02	1,872.02		
County	4/1/21	1,935.30	1,538.56						
School	7/1/21	5,593.69	3,157.64			5,593.68	2,805.23		
School	7/1/22	4,186.37	1,835.73			4,186.36	1,571.98		

**TOTAL OWED**

Taxes	194,112.34
Interest	233,369.14
School tax collection fee	13,100.97
<b>Grand total owed</b>	<b>440,582.45</b>

Please Note: Interest changes  
the first day of every month.

2025 (Next Year)

### Parcel Modify

Land: \$5,400

Tot: \$8,700

Swis Code	Sec	Sbs	Block	Lot	Subl	Sfx	CkDig	Status	Create Date	School Cd
550800	165	061	1078	005	000	0000	WX	A	12/11/1993	550800

MT VERNONCENTRAL

MT VERNON

Res Sites 0 Com Sites 0

Last Change 9/8/2021

By KAMEKA

Name 1 HAIRSTON, TANYA Prop Desc 1 5

Name 2 Prop Desc 2

Addr 1 Prop Desc 3

Addr 2 Bank Code Roll Sect 1 Sub Sect

Street 40 N 10TH AVE Prop Class 220 Two Family Res Own Cd

City MOUNT VERNON Hstd Code Res %

State NY Zip 10550 - Legal Addr # 40 Street TENTH AVE N

	Prior Year '23	This Year '24	Next Year '25	Front	Depth	Acres	0.15
Assessed	\$8,700	\$8,700	\$8,700				

Taxable	\$8,700	\$8,700	\$8,700	<input checked="" type="checkbox"/> Save	<input checked="" type="checkbox"/> Cancel	<input type="checkbox"/> Close
---------	---------	---------	---------	--	--	--------------------------------

rinted on: 6/3/2025

Parcel Information:  
**MT VERNON** 2025 (Next Year)  
 165.61-1078-5 Loc: 40 TENTH AV ,N  
 HAIRSTON, TANYA RS: 1 SS: 1 HC:   
 Cls: 220 Ac: 0.150  
 Fr: 0 Dp: 0  
 Sc: 550800 Bnk:

Sales:

#	Book	Page	Old Owner	Sale Date	Price	
1	43169	0797	HAIRSTON,MA	4/16/2003	\$0	^
2	59229	3031	HAIRSTON TAI	4/27/2020	\$0	v

Exemptions:

Code	Amount	%	Init	Term Dt	HC	Own	
							^

Parcel History for 165.61-1078-5

Summary | Assessment

Yr	Owner	HC	Assessed	Taxable	RS	Class	Res STAR	Enh STAR	Senior	Alt Vet	Other EX
25	HAIRSTON, T		8,700	8,700	1	220					
24	HAIRSTON, T		8,700	8,700	1	220					
23	HAIRSTON, T		8,700	8,700	1	220					
22	HAIRSTON, T		8,700	8,700	1	220					
21	HAIRSTON, T		8,700	8,700	1	220					
20	HAIRSTON, T		11,700	11,700	1	418					
19	HOHL, MICHA		11,700	11,700	1	418					
18	HOHL, MICHA		11,700	11,700	1	418					
17	HOHL, MICHA		11,700	11,700	1	418					
16	HOHL, MICHA		11,700	11,700	1	418					
15	HOHL, MICHA		11,700	11,700	1	418					
14	HOHL, MICHA		11,700	11,700	1	418					
13	HOHL, MICHA		13,400	13,400	1	418					
12	HOHL, MICHA		13,400	13,400	1	418					

Printed on: 6/3/2025

STATE OF NEW YORK  
COUNTY: WESTCHESTER  
CITY OF MT. VERNON  
SWIS: 550800 (MT VERNON)

2011 CITY FINAL ROLL PAGE: 1253  
TAXABLE SECTION OF THE ROLL - 1 ROLL PRINT DATE: 8/2/2011  
PARCEL ID ORDER VALUATION DATE: 5/1/2011  
UNIFORM PERCENT OF VALUE = 3.31 TAXABLE STATUS DATE: 5/1/2011

TAX MAP PARCEL ID CD PROPERTY LOCATION & CLASS ASSESSMENT EXEMPTION CODE-----COUNTY----CITY----SCHOOL  
CURRENT OWNERS NAME SCHOOL DISTRICT ---LAND--- TAX DESCRIPTION TAXABLE VALUE  
CURRENT OWNERS ADDRESS PARCEL SIZE/GRID COORD --TOTAL--- SPECIAL DISTRICTS

\*\*\*\*\* 165.61-1077-14 \*\*\*\*\*  
215 LINCOLN AV ,W ACCT: 013020  
165.61-1077-14 WG 312 RES LND INCL. SM. IM COUNTY TAXABLE 6,000  
DAMIANO,ALDO MT VERNONCENTRAL 2,800 CITY TAXABLE 6,000  
747 GRAMATAN AVE 14 SCHOOL TAXABLE 6,000  
MT. VERNON NY 10552 ACREAGE 0.08 6,000 CS002 BRONX RIV. SEWE 6,000 TO C  
EAST 205270 NRTH 231160 RF001 COUNTY REFUSE 6,000 TO  
FULL MKT VAL 181,268

\*\*\*\*\* 165.61-1078-3 \*\*\*\*\*  
10 WASHINGTON PL ACCT: 013050  
165.61-1078-3 VL 230 THREE FAMILY RES COUNTY TAXABLE 13,500  
ASSON, KIRT MT VERNONCENTRAL 3,000 CITY TAXABLE 13,500  
10-12 WASHINGTON PLACE 3 SCHOOL TAXABLE 13,500  
MOUNT VERNON NY 10550 ACREAGE 0.11 13,500 CS002 BRONX RIV. SEWE 13,500 TO C  
EAST 205310 NRTH 231120 RF001 COUNTY REFUSE 13,500 TO  
DEED BK 51083 PG 3486  
FULL MKT VAL 407,854

\*\*\*\*\* 165.61-1078-4 \*\*\*\*\*  
44 TENTH AV ,N ACCT: 013060  
165.61-1078-4 WE 210 1 FAMILY RES 41854 STAR-RES 2,700  
HENRIQUES, SYLVIA A. MT VERNONCENTRAL 2,200 COUNTY TAXABLE 6,500  
HENRIQUES, LINTON L. 4 CITY TAXABLE 6,500  
44 N. TENTH AVE ACREAGE 0.08 6,500 SCHOOL TAXABLE 3,800  
MOUNT VERNON NY 10550 EAST 205330 NRTH 231130 CS001 HUTCHINSON SEWE 6,500 TO C  
DEED BK 49327 PG 0079 RF001 COUNTY REFUSE 6,500 TO  
BANK 7  
FULL MKT VAL 196,374

\*\*\*\*\* 165.61-1078-5 \*\*\*\*\*  
40 TENTH AV ,N ACCT: 013070  
165.61-1078-5 WX 418 INN, LDG, BRDING, RM COUNTY TAXABLE 13,400  
HOHL, MICHAEL, TRUSTEE MT VERNONCENTRAL 5,400 CITY TAXABLE 13,400  
208 BENNETT STREET 5 SCHOOL TAXABLE 13,400  
FAIRFIELD CT 06437 ACREAGE 0.15 13,400 CS001 HUTCHINSON SEWE 13,400 TO C  
EAST 205340 NRTH 231120 RF001 COUNTY REFUSE 13,400 TO  
DEED BK 43169 PG 0797  
FULL MKT VAL 404,833

\*\*\*\*\*

STATE OF NEW YORK  
COUNTY: WESTCHESTER  
CITY OF MT. VERNON  
SWIS: 550800 (MT VERNON)

2012 CITY FINAL ROLL PAGE: 1253  
TAXABLE SECTION OF THE ROLL - 1 ROLL PRINT DATE: 7/31/2012  
PARCEL ID ORDER VALUATION DATE: 5/1/2012  
UNIFORM PERCENT OF VALUE = 3.59 TAXABLE STATUS DATE: 5/1/2012

FAX MAP PARCEL ID CD PROPERTY LOCATION & CLASS ASSESSMENT EXEMPTION CODE-----COUNTY-----CITY-----SCHOOL  
CURRENT OWNERS NAME SCHOOL DISTRICT ---LAND--- TAX DESCRIPTION TAXABLE VALUE  
CURRENT OWNERS ADDRESS PARCEL SIZE/GRID COORD --TOTAL--- SPECIAL DISTRICTS

\*\*\*\*\* 165.61-1077-14 \*\*\*\*\*  
215 LINCOLN AV ,W ACCT: 013020  
165.61-1077-14 WG 312 RES LND INCL. SM. IM COUNTY TAXABLE 6,000  
DAMIANO,ALDO MT VERNONCENTRAL 2,800 CITY TAXABLE 6,000  
747 GRAMATAN AVE 14 SCHOOL TAXABLE 6,000  
MT. VERNON NY 10552 ACREAGE 0.08 6,000 CS002 BRONX RIV. SEWE 6,000 TO C  
EAST 205270 NRTH 231160 RF001 COUNTY REFUSE 6,000 TO  
FULL MKT VAL 167,130

\*\*\*\*\* 165.61-1078-3 \*\*\*\*\*  
10 WASHINGTON PL ACCT: 013050  
165.61-1078-3 VL 230 THREE FAMILY RES 41854 STAR-RES 3,120  
ASSON, KIRT MT VERNONCENTRAL 3,000 COUNTY TAXABLE 10,500  
10-12 WASHINGTON PLACE 3 CITY TAXABLE 10,500  
MOUNT VERNON NY 10550 ACREAGE 0.11 10,500 SCHOOL TAXABLE 7,380  
EAST 205310 NRTH 231120 CS002 BRONX RIV. SEWE 10,500 TO C  
DEED BK 51083 PG 3486 RF001 COUNTY REFUSE 10,500 TO  
BANK 345  
FULL MKT VAL 292,479

\*\*\*\*\* 165.61-1078-4 \*\*\*\*\*  
44 TENTH AV ,N ACCT: 013060  
165.61-1078-4 WE 210 1 FAMILY RES 41854 STAR-RES 3,120  
HENRIQUES, SYLVIA A. MT VERNONCENTRAL 2,200 COUNTY TAXABLE 6,500  
HENRIQUES, LINTON L. 4 CITY TAXABLE 6,500  
44 N. TENTH AVE ACREAGE 0.08 6,500 SCHOOL TAXABLE 3,380  
MOUNT VERNON NY 10550 EAST 205330 NRTH 231130 CS001 HUTCHINSON SEWE 6,500 TO C  
DEED BK 49327 PG 0079 RF001 COUNTY REFUSE 6,500 TO  
BANK 7  
FULL MKT VAL 181,058

\*\*\*\*\* 165.61-1078-5 \*\*\*\*\*  
40 TENTH AV ,N ACCT: 013070  
165.61-1078-5 WX 418 INN, LDG, BRDING, RM COUNTY TAXABLE 13,400  
HOHL, MICHAEL, TRUSTEE MT VERNONCENTRAL 5,400 CITY TAXABLE 13,400  
208 BENNETT STREET 5 SCHOOL TAXABLE 13,400  
FAIRFIELD CT 06437 ACREAGE 0.15 13,400 CS001 HUTCHINSON SEWE 13,400 TO C  
EAST 205340 NRTH 231120 RF001 COUNTY REFUSE 13,400 TO  
DEED BK 43169 PG 0797  
FULL MKT VAL 373,259

STATE OF NEW YORK  
COUNTY: WESTCHESTER  
CITY OF MT. VERNON  
SMTS: 550800 (MT VERNON)

2021 C I T Y F I N A L R O L L  
T A X A B L E SECTION OF THE ROLL - 1  
PARCEL ID ORDER  
UNIFORM PERCENT OF VALUE = 2.20

PAGE: 987  
ROLL PRINT DATE: 8/2/2021  
VALUATION DATE: 5/1/2021  
TAXABLE STATUS DATE: 5/1/2021

TAX MAP PARCEL ID	CD	PROPERTY LOCATION & CLASS	ASSESSMENT EXEMPTION CODE	COUNTY	CITY	SCHOOL TAXABLE VALUE
165.61-1078-3	VL	10 WASHINGTON PL 230 THREE FAMILY RES MT VERNONCENTRAL	41854 STAR-RES 3,000 COUNTY TAXABLE CITY TAXABLE	165.61-1078-3	*****	2,090
10-12 WASHINGTON PLACE	3	ACREAGE 0.11	10,500 SCHOOL TAXABLE			8,410
ASSON, KIFT		EAST 205310 NRTH 231120	CS002 BRONX RIV. SEWE			10,500 TO C
MOUNT VERNON NY 10550		DEED BK 51083 PG 3486	RF001 COUNTY REFUSE			10,500 TO
		BANK 7				
		FULL MKT VAL 477,272				

165.61-1078-4	WE	44 TENTH AV ,N 210 1 FAMILY RES MT VERNONCENTRAL	COUNTY TAXABLE 2,200 CITY TAXABLE SCHOOL TAXABLE	165.61-1078-4	*****	2,090
NORTH 10 LLC						
368 NEW HEMPSTEAD RD UNIT	4	ACREAGE 0.08	6,500 CS001 HUTCHINSON SEWE			6,500 TO C
NEW CITY NY 10956		EAST 205330 NRTH 231130	RF001 COUNTY REFUSE			6,500 TO
		DEED BK 60024 PG 3216				
		BANK 7				
		FULL MKT VAL 295,454				

165.61-1078-5	WX	40 TENTH AV ,N 220 TWO FAMILY RES MT VERNONCENTRAL	COUNTY TAXABLE 5,400 CITY TAXABLE SCHOOL TAXABLE	165.61-1078-5	*****	2,090
HAIRSTON TANYA						
40 N. 10TH AVE	5	ACREAGE 0.15	8,700 CS001 HUTCHINSON SEWE			8,700 TO C
MOUNT VERNON NY 10550		EAST 205340 NRTH 231120	RF001 COUNTY REFUSE			8,700 TO
		DEED BK 43169 PG 0797				
		FULL MKT VAL 395,454				

165.61-1078-6	XQ	38 TENTH AV ,N 230 THREE FAMILY RES MT VERNONCENTRAL	41854 STAR-RES 3,500 COUNTY TAXABLE CITY TAXABLE	165.61-1078-6	*****	2,090
HAYNES, DELROY E.						
38 N. TENTH AVE	6	ACREAGE 0.13	13,400 SCHOOL TAXABLE			11,310
MOUNT VERNON NY 10550		EAST 205330 NRTH 231100	CS001 HUTCHINSON SEWE			13,400 TO C
		DEED BK 45067 PG 0354	RF001 COUNTY REFUSE			13,400 TO
		BANK 7				
		FULL MKT VAL 609,090				

165.61-1078-7	YJ	0 TENTH AV ,N 310 RESIDENTIAL VACANT L MT VERNONCENTRAL	COUNTY TAXABLE 2,600 CITY TAXABLE SCHOOL TAXABLE	165.61-1078-7	*****	2,090
HAYNES, DELROY E.						
38 N. TENTH AV	7	ACREAGE 0.13	2,600 CS001 HUTCHINSON SEWE			2,600 TO C
MOUNT VERNON NY 10550		EAST 205330 NRTH 231090	RF001 COUNTY REFUSE			2,600 TO
		DEED BK 45067 PG 0354				
		BANK 7				
		FULL MKT VAL 118,181				

\*\*\*\*\*

BLOCK **1078** LOT **5**

OWNER **Hohl, Michael Trustee**

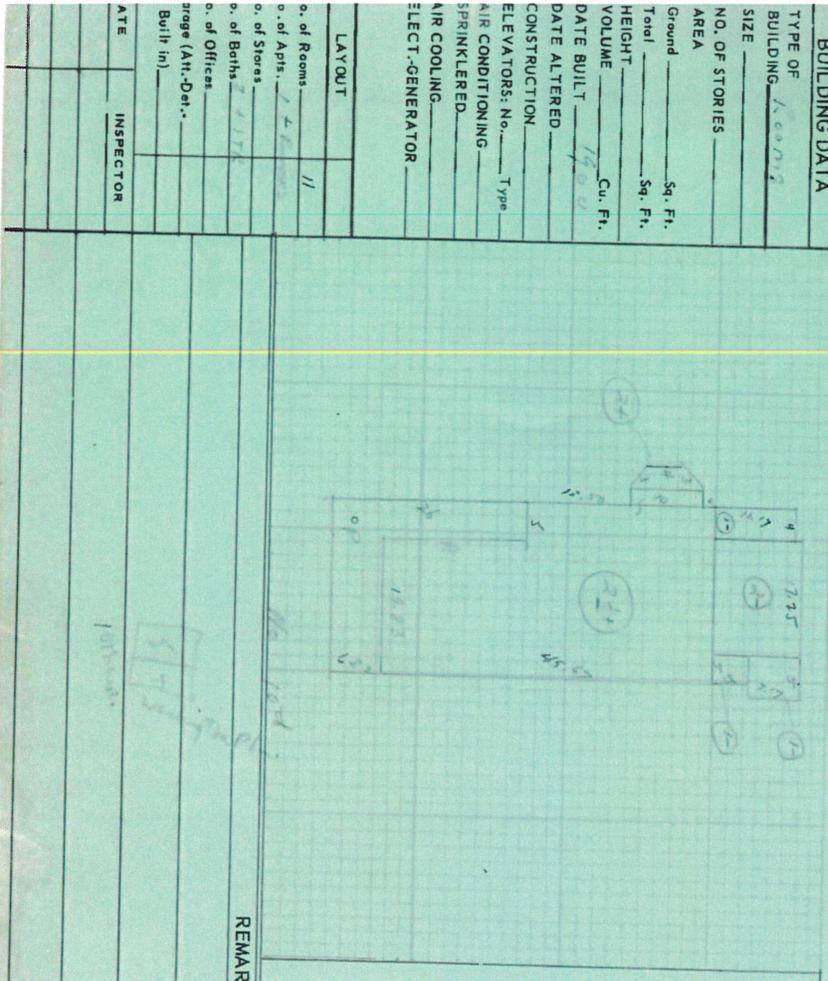
LOCATION **40 No. 107th Ave.**

BUILDING CLASS **4/1**

FRONT	REAR	AV. DEPTH.	CORNER OTHER	DEPTH & FRONT FT.	ADJ. FACTOR	ADV. ALLOW.	SOUND VALUE	ASSESSOR'S VALUE	
67	67	100		100	150		10000		
TOTAL LAND								10050	

BUILDINGS	CUBIC FEET	FACTOR	REPLACEMENT COST	CONDITION	DEPR. PHYS. OTHER	SOUND VALUE	ASSESSOR'S VALUE
1971	45853	410	50400	55	10	20000	
TOTAL BUILDINGS						30450	
TOTAL LAND & BUILDINGS						30450	

Floor	Overall Dimensions	Less Courts	Square Feet	Height	Cubic Feet	WRITS	Value Claimed	Bd Review
1	5400	3300	8700	19	165300			APRIL 2021-2024
2	5400	6300	11700	19	222300			APRIL 2014-2020
19	5400	6300	11700	19	222300			
19	5400	6300	11700	19	222300			
19	5400	6300	11700	19	222300			
19	5400	6300	11700	19	222300			



REMARKS

1000'

1000'

TYPE OF BUILDING **Residential**

NO. OF STORIES **1**

AREA **Ground** Sq. Ft. **11**

HEIGHT **19** Sq. Ft. **11**

VOLUME **1900** Cu. Ft. **11**

DATE BUILT **1971**

DATE ALTERED

CONSTRUCTION

ELEVATORS: No. **0** Type

AIR CONDITIONING

SPRINKLERED

AIR COOLING

ELECT.-GENERATOR

LAYOUT

No. of Rooms **11**

No. of Apts. **1**

No. of Stores **2**

No. of Baths **2**

No. of Offices **1**

Bridge (Alt.-Det.)

Build (in)

DATE

INSPECTOR

PHOTO

PLOT PLAN

RECORD OF CONVEYANCES			
DATE	OWNER	TAX	INDICATED CONSIDERATION
6/3/69			
9/18-70	Estimate (Owner)	12.46	186.35
10-26-70	Garthage Tiger State	7.35	287.00
12-8-71	Garthage Tiger State	5.32	320.00
8-20-74	Muskelley, Hester	None	295.00-41
4/16/83	Executive, Marshall J. Hainston		

RECORD OF MORTGAGES			
DATE	TYPE OF MORTGAGE	AMOUNT	REMARKS
4/2/73	Building Permit	10,000	Amount
9/7/80	Construction	10,000	
1/3/81	Construction	20,000	
7-2-1/83	Construction	10,000	
8-29-83	Home Improvement	10,000	
10-13-83	Home Improvement	10,000	

RECORD OF LEASES						
FROM	TO	GROSS	NET	PARTIAL	TOTAL	EXPLANATION
	19		19		19	RENTAL INCOME
	19					Rental Fully Occupied
	19					Actual Gross Rental
	19					Expenses
	19					Net Income
<b>EXPENSES</b>						
1. Real Estate Taxes						
2. Water Taxes						
3. Fuel						
4. Light & Power						
5. Insurance—Prorated 1 Yr.						
6. Repairs						
7. Painting						
8. Wages						
9. Other Expenses						
Total all expenses						



# 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 -1792

**Agenda Date:** 12/23/2025

**Agenda #:** 10.

### City Council:

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MOUNT VERNON, NEW YORK, REQUESTING  
ENACTMENT OF SPECIAL LEGISLATION AND THE  
MUNICIPAL HOME RULE LAW IN RELATION TO  
THE RETROACTIVE GRANT OF A REAL PROPERTY TAX  
EXEMPTION AND THE CANCELLATION OF DELINQUENT  
TAXES AND INTEREST FOR IMMANUEL EVANGELICAL  
LUTHERAN CHURCH - 17 EAST GRAND STREET  
TAX MAP ID NO. 165.30-1018-16**

**WHEREAS**, the City Council of the City of Mount Vernon has received correspondence dated November 3, 2025, from the Commissioner of Assessment regarding the parcel located at 17 East Grand Street, Mount Vernon, New York 10552, and identified on the Official Tax Map of the City of Mount Vernon as Tax Map ID No. 165.30-1018-16 (the “Subject Property”); and

**WHEREAS**, Immanuel Evangelical Lutheran Church (“Immanuel”) is the owner of certain real property located at 17 East Grand Street, Mount Vernon, New York 10552, and identified on the Official Tax Map of the City of Mount Vernon as Tax Map ID No. 165.30-1018-16 (the “Subject Property”); and

**WHEREAS**, Immanuel is a nonprofit religious organization that is otherwise eligible for a real property tax exemption pursuant to Section 420-a and/or 420-b of the New York State Real Property Tax Law; and

**WHEREAS**, due to a clerical error, the Subject Property was improperly included in the taxable portion of the 2010 Final City Assessment Roll, resulting in the removal of the nonprofit exemption from the exempt portion of the roll; and

**WHEREAS**, as a result of said clerical error, City, County, and Mount Vernon School District taxes were levied against the Subject Property for the 2010-2011 tax year, giving rise to delinquent taxes and accrued interest; and

**WHEREAS**, the Subject Property had otherwise been listed on the exempt portion of the City Assessment Roll for Assessment Years 2010-2011, but for the clerical error described herein; and

**WHEREAS**, delinquent taxes and interest are currently due and owing, and the Subject Property has been included on the List of Delinquent Taxes solely as a result of the erroneous inclusion of the Subject Property on the taxable portion of the 2010 Final City Assessment Roll; and

**WHEREAS**, existing provisions of state law do not provide the City with authority to

retroactively restore the exemption and cancel the delinquent taxes and accrued interest resulting from said clerical error; and

**WHEREAS**, Immanuel is therefore pursuing special legislation from the New York State Legislature that would authorize the retroactive application of a real property tax exemption for Assessment Year 2010 and permit the placement of the Subject Property on the exempt portion of the 2010 Final City Assessment Roll; and

**WHEREAS**, such special legislation would nullify all outstanding and delinquent taxes and any accrued interest levied against the Subject Property as a result of the clerical error; and

**WHEREAS**, the City of Mount Vernon fully supports Immanuel's request for special legislation and believes that granting such relief is equitable, just, and in the public interest; and

**WHEREAS**, pursuant to Article IX of the New York State Constitution and Section 40 of the Municipal Home Rule Law, the enactment of such special legislation requires a Home Rule Request from the City Council of the City of Mount Vernon; **NOW, THEREFORE, BE IT**

**RESOLVED**, that the City Council of the City of Mount Vernon hereby requests the New York State Legislature to enact special legislation authorizing Immanuel Evangelical Lutheran Church to retroactively apply for and receive a real property tax exemption for the Subject Property for Assessment Year 2010; and **BE IT FURTHER**

**RESOLVED**, that such requested legislation shall authorize the placement of the Subject Property on the exempt portion of the 2010 Final City Assessment Roll and the cancellation, abatement, and forgiveness of all delinquent taxes, penalties, and accrued interest attributable to the clerical error; and **BE IT FURTHER**

**RESOLVED**, that this Home Rule Request is made pursuant to Article IX of the New York State Constitution and the Municipal Home Rule Law, and that the City Council affirms that the subject matter of the requested legislation relates to the property, affairs, and government of the City of Mount Vernon; and **BE IT FURTHER**

**RESOLVED**, that the City Clerk is hereby directed to transmit certified copies of this Resolution to the Governor of the State of New York, the Temporary President of the Senate, the Speaker of the Assembly, and the City's State legislative delegation, together with a request for prompt consideration and enactment.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.



**CITY COUNCIL**  
**CITY OF MOUNT VERNON**  
ONE ROOSEVELT SQUARE  
MOUNT VERNON, NY 10550  
(914) 665-2352 · FAX (914) 668-6044

**CITY COUNCIL MEMBERS**

Danielle Browne, Esq., President  
Jaevon Boxhill  
Cathlin B. Gleason  
Edward Poteat  
Derrick Thompson

---

December 4, 2025

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

Dear Honorable City Council Members.

This correspondence is submitted in reference to a letter dated November 3, 2025, from the Commissioner of Assessment, requesting approval for the correction of delinquent taxes and interest for **17 East Grand Street 165.30-1018-16**. The request arises from a clerical error in which the subject property was erroneously included in the taxable portion of the 2010 City Final Assessment Roll for City taxes.

Accordingly, this letter respectfully requests that this Honorable Body pass a resolution formally requesting our State Legislators to introduce a State bill authorizing the necessary modification.

Should this meet with the City Council's approval, I further request that the appropriate legislation be enacted to reflect this correction.

Thank you for your attention and consideration of this matter.

Respectfully,

Antoinette Anderson  
Legislative Assistant to City Council



CITY OF MOUNT VERNON, N.Y.  
DEPARTMENT of ASSESSMENT

SHAWYN PATTERSON-HOWARD  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY, 10550  
(914) 665-2328 - Fax: (914) 665-3522

Stephanie Vanderpool  
*Commissioner*

Cranson D. Johnson  
*Deputy Commissioner*

November 3, 2025

**Re: Immanuel Evangelical Lutheran Church**  
**17 East Grand Street**  
**Mount Vernon, Ny 10552**  
**165.30-1018-16**

**To: Whom it May Concern:**

It is requested that legislation be enacted approving Delinquent taxes and Interest for Asbury Methodist Church, due to the following reason: As a result of "Clerical Error" the subject property having been included in the "taxable" portion of the 2010 Final City Final Assessment Roll for the City taxes.

Nonprofit Organizations tax exemption ( RP-420- -a/b- Rnw-11) was removed from the exempt portion of the 2010 Final City Assessment Roll as a result of the Subject property having been included in the "taxable" portion for the 2010-2011 City, County and Mount Vernon School district tax levies.

If this meet the approval of your Honorable Body, would you kindly have the necessary legislation enacted.

Respectfully submitted,

Stephanie Vanderpool  
Commissioner of Assessment

**WHEREAS**, Immanuel Evangelical Lutheran Church (“ Immanuel”) is the owner of the property located at 17 East Grand Street, Mount Vernon, New York 10550, and identified as Tax Id# **165.30-1018-16** on the Official Tax Map of the City of Mount Vernon ( the “Subject Property” ); and

**WHEREAS**, delinquent taxes are now due and owing, and the Subject Property is included in the List of Delinquent Taxes, as a result of the Subject Property having been included in the “taxable” portion of the 2010 Final City Assessment Roll; and

**WHEREAS**, the Subject Property has been listed on the “exempt” portion of the City Assessment Roll for Assessment Years 2010 -2011 and

**WHEREAS**, Immanuel is pursuing special legislation from the New York State Legislature that will allow it to retroactively apply for an exemption for Assessment Year 2010 and have the Subject Property placed on the exempt portion of the 2010 Final City Assessment Roll, which would nullify the delinquent taxes on the Subject Property; and

**WHEREAS**, the City fully supports Immanuel’s efforts to pursuing special legislation from the New York State Legislature that will allow Immanuel to retroactively apply for an exemption for Assessment Year 2010 and have the Subject Property placed on the exempt portion of the 2010 Final City Assessment Roll, ***which would nullify all outstanding and delinquent taxes and any accrued interest on the Subject Property.***

2025 (Next Year)

### Parcel Modify

Land: \$21,000

Tot: \$69,800

Swis Code	Sec	Sbs	Block	Lot	Subl	Sfx	CkDig	Status	Create Date	School Cd
550800	165	030	1018	016	000	0000	TD	A	12/11/1993	550800

MT VERNONCENTRAL

MT VERNON Res Sites  Com Sites  Last Change 5/12/2025 By JENNIFER

Name 1  Prop Desc 1

Name 2  Prop Desc 2

Addr 1  Prop Desc 3

Addr 2  Bank Code  Roll Sect  Sub Sect

Street  Prop Class  Religious Own Cd

City  Hstd Code  Res %

State  Zip  -  Legal Addr #  Street

	Prior Year '23	This Year '24	Next Year '25	Front	Depth	Acres
Assessed	\$69,800	\$69,800	\$69,800			0.65

Taxable

2025 (Next Year)

### Modify Exemptions

Land: \$21,000

Tot: \$69,800

Swis\SBL 165.30-1018-16

Name IMMANUEL EVANGELICAL

Location 17 GRAND ST ,E

Last Change 5/12/2025 By JENNIFER

Ownership  Res %

County City School \*

Prop Class 620 Religious

Taxable Val \$0 \$0 \$0

Exemption Letter Dates: Approval Renewal

Senior Tot \$0 \$0 \$0

\* The school taxable value does not include STAR.

Prior STAR Credit Type:  Enhanced IVP Status:  Basic IVP Status:

Exempt Code	Amount	%	Initial Date	Ending Date	Own %	Ex Apprvd	Apprv Printed	Renew Recvd	IVP Enrolled	Remove STAR
▶ 21600	69800	0	5/31/2011			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

+ -

Close

Parcel Information:  
**MT VERNON** 2025 (Next Year)  
 165.30-1018-16 Loc: 17 GRAND ST ,E  
 IMMANUEL EVANGE RS: 8 SS: 8 HC:   
 LUTHERAN CHURCH Cls: 620 Ac: 0.650

Sales:

#	Book	Page	Old Owner	Sale Date	Price	
1	48338	0327	IMMANUEL EV	10/22/2008	\$0	▲
2	49135	0304	CITY OF MOU	4/1/2009	\$6,428	▼

Exemptions:

Parcel History for 165.30-1018-16

Summary | Assessment

Yr	Owner	HC	Assessed	Taxable	RS	Class	Res STAR	Enh STAR	Senior	Alt Vet	Other EX
25	IMMANUEL EV		69,800	0	8	620					69,800
24	IMMANUEL EV		69,800	0	8	620					69,800
23	IMMANUEL EV		69,800	0	8	620					69,800
22	IMMANUEL EV		69,800	0	8	620					69,800
21	IMMANUEL EV		69,800	0	8	620					69,800
20	IMMANUEL EV		69,800	0	8	620					69,800
19	IMMANUEL EV		69,800	0	8	620					69,800
18	IMMANUEL EV		69,800	0	8	620					69,800
17	IMMANUEL EV		69,800	0	8	620					69,800
16	IMMANUEL EV		69,800	0	8	620					69,800
15	IMMANUEL EV		69,800	0	8	620					69,800
14	IMMANUEL EV		69,800	0	8	620					69,800
13	IMMANUEL EV		69,800	0	8	620					69,800
12	IMMANUEL EV		69,800	0	8	620					69,800

Printed on: 8/15/2025

City of Mount Vernon, NY  
Office of the Comptroller  
Status of Account

**Interest As Of**  
**08/31/2025**

Block.Lot.Suffix 1018.16.-0

Owner

IMMANUEL EVANGELICAL

Parcel Address: 17 GRAND ST ,E

Lots: 16

Acct: 002870

Mailing Address

IMMANUEL EVANGELICAL  
LUTHERAN CHURCH OF

17 E. GRAND ST

MOUNT VERNON NY 10550

Bank Code 0

Tax	Date	1st Half	Int/Fee	Date Paid	Paid With	2nd Half	Int/Fee	Date Paid	Paid With
County	4/1/89	367.15		4/11/89	Ck				
County	4/1/90	427.18		4/10/90	Ck				
County	4/1/91	452.30		4/9/91	Ck				
County	4/1/92	497.67		3/31/92	Ck				
County	4/1/93	614.24		4/8/93	Ck				
County	4/1/94	614.24		4/6/94	Ck				
County	4/1/95	677.06		5/1/95	Ck				
County	4/1/96	726.62	0.01	4/17/96	Ck				
County	4/1/97	715.45		4/8/97	Ck				
County	4/1/98	735.69		4/13/98	Ck				
County	4/1/99	725.22		4/22/99	Ck				
City	1/1/00								
County	4/1/00	692.42		5/1/00	Ck				
County	4/1/01	670.08		5/2/01	Ck				
County	4/1/02	669.38		4/26/02	Ck				
County	4/1/03	755.93		5/2/03	Ck				
County	4/1/04	790.83		4/28/04	Ck				
County	4/1/05	862.73		12/22/08	Ck				
County	4/1/06	977.20		12/22/08	Ck				
Water	1/1/07	81.71		12/22/08	Ck				
Water	1/1/07	61.35		12/22/08	Ck				
In Rem	3/7/07	250.00		12/22/08	Ck				
County	4/1/07	1,009.31		12/22/08	Ck				
Water	1/1/08	183.99		12/22/08	Ck				
Water	1/1/08	127.43		12/22/08	Ck				
County	4/1/08	1,102.14		12/22/08	Ck				
County	4/1/09	1,185.90	53.37	7/1/09	Ck				
City	1/1/10	10,119.96		2/2/10	Ck	10,119.96		8/3/10	Ck
County	4/1/10	10,285.03	308.55	6/3/10	Ck				
School	7/1/10	27,320.60	53,001.96			27,320.60	51,567.63		
City	1/1/11	10,574.35				10,574.35			
CIR	1/1/11	-10,574.35		9/29/14					
CIR	1/1/11					-10,574.35		9/29/14	
XOR	4/1/11	-9,823.66		9/29/14					
County	4/1/11	9,823.66							
County	4/1/11	1,219.41	896.27	5/6/15	Ck				
School	7/1/11	29,317.46				29,317.46			
SCR	7/1/11	-29,317.46		9/29/14					
SCR	7/1/11					-29,317.46		9/29/14	
Water	1/1/12	495.26	304.59	6/17/15	Ck				
Water	1/2/12	166.00	102.09	6/17/15	Ck				

City of Mount Vernon, NY  
Office of the Comptroller  
Status of Account

**Interest As Of**  
**08/31/2025**

Block.Lot.Suffix 1018.16.-0

Owner

IMMANUEL EVANGELICAL

Parcel Address: 17 GRAND ST ,E

Lots: 16

Acct: 002870

Mailing Address

IMMANUEL EVANGELICAL  
LUTHERAN CHURCH OF

17 E. GRAND ST

MOUNT VERNON NY 10550

Bank Code 0

Tax	Date	1st Half	Int/Fee	Date Paid	Paid With	2nd Half	Int/Fee	Date Paid	Paid With
County	4/1/12	1,952.30	1,142.10	7/1/15	Ck				
In Rem	3/1/13	250.00							
County	4/1/13	1,862.96	810.39	9/9/15	Ck				
County	4/1/14	1,715.69		4/29/14	Ck				
In Rem	3/1/15	250.00							
XOR	4/1/15	-8,911.37		4/9/15					
County	4/1/15	8,911.37							
County	4/1/15	1,725.46		5/6/15	Ck				
County	4/1/16	1,769.43	398.12	6/19/17	Ck				
County	4/1/17	1,662.63	74.82	6/19/17	Ck				
County	4/1/18	1,721.26		4/12/18	Ck				
County	4/1/19	1,765.24		4/30/19	Ck				
County	4/1/20	1,821.09		5/27/20	Ck				
County	4/1/21	2,013.03	1,600.36						

**TOTAL OWED**

Taxes	57,154.23
Interest	98,588.49
School tax collection fee	7,581.46
<b>Grand total owed</b>	<b>163,324.18</b>

Please Note: Interest changes the first day of every month.

STATE OF NEW YORK  
 COUNTY: WESTCHESTER  
 CITY OF MT. VERNON  
 SWIS: 550800 (MT VERNON)

2009 CITY FINAL ROLL PAGE: 524  
 TAXABLE SECTION OF THE ROLL - 1 ROLL PRINT DATE: 8/10/2009  
 PARCEL ID ORDER VALUATION DATE: 8/1/2009  
 UNIFORM PERCENT OF VALUE = 2.72 TAXABLE STATUS DATE: 8/1/2009

TAX MAP PARCEL ID CD PROPERTY LOCATION & CLASS ASSESSMENT EXEMPTION CODE-----COUNTY----CITY----SCHOOL  
 CURRENT OWNERS NAME SCHOOL DISTRICT ---LAND--- TAX DESCRIPTION TAXABLE VALUE  
 CURRENT OWNERS ADDRESS PARCEL SIZE/GRID COORD --TOTAL--- SPECIAL DISTRICTS

\*\*\*\*\* 165.30-1018-11 \*\*\*\*\*  
 402 WESTCHESTER AV ACCT: 002840

165.30-1018-11 PM 210 1 FAMILY RES 41103 VETERAN 300  
 NOVICK, LORETTA MT VERNONCENTRAL 3,300 41132 COMBAT VET 2,448  
 402 WESTCHESTER AVENUE 11 41834 STAR-ENHC 5,300  
 MOUNT VERNON NY 10550 ACREAGE 0.12 13,300 COUNTY TAXABLE 10,852  
 EAST 206090 NRTH 232390 CITY TAXABLE 13,000  
 FULL MKT VAL 488,970 SCHOOL TAXABLE 8,000  
 CS002 BRONX RIV. SEWE 13,300 TO C  
 RF001 COUNTY REFUSE 13,300 TO

\*\*\*\*\* 165.30-1018-12 \*\*\*\*\*

45 GRAND ST ,E ACCT: 002850  
 165.30-1018-12 QF 210 1 FAMILY RES 41854 STAR-RES 2,800  
 DI NUNZIO,DONNA MARIE MT VERNONCENTRAL 3,000 COUNTY TAXABLE 12,000  
 45 EAST GRAND STREET 12 CITY TAXABLE 12,000  
 MOUNT VERNON NY 10552 ACREAGE 0.12 12,000 SCHOOL TAXABLE 9,200  
 EAST 206080 NRTH 232400 CS002 BRONX RIV. SEWE 12,000 TO C  
 DEED BK 9825 PG RF001 COUNTY REFUSE 12,000 TO  
 FULL MKT VAL 441,176

\*\*\*\*\* 165.30-1018-13 \*\*\*\*\*

41 GRAND ST ,E ACCT: 002860  
 165.30-1018-13 QY 210 1 FAMILY RES COUNTY TAXABLE 12,600  
 WELLS FARGO BANK NATIONAL MT VERNONCENTRAL 3,000 CITY TAXABLE 12,600  
 ASSOC 13 SCHOOL TAXABLE 12,600  
 41 E. GRAND ST ACREAGE 0.12 12,600 CS002 BRONX RIV. SEWE 12,600 TO C  
 MOUNT VERNON NY 10552 EAST 206060 NRTH 232400 RF001 COUNTY REFUSE 12,600 TO  
 DEED BK 47276 PG 0273  
 BANK 7  
 FULL MKT VAL 463,235

\*\*\*\*\* 165.30-1018-16 \*\*\*\*\*

17 GRAND ST ,E ACCT: 002870  
 165.30-1018-16 TD 620 RELIGIOUS COUNTY TAXABLE 69,800  
 IMMANUEL EVANGELICAL MT VERNONCENTRAL 21,000 CITY TAXABLE 69,800  
 LUTHERAN CHURCH OF 16,21 SCHOOL TAXABLE 69,800  
 17 E. GRAND ST ACREAGE 0.65 69,800 CS002 BRONX RIV. SEWE 69,800 TO C  
 MOUNT VERNON NY 10550 EAST 205980 NRTH 232440 RF001 COUNTY REFUSE 69,800 TO  
 DEED BK 49135 PG 0304  
 FULL MKT VAL 2,566,176

\*\*\*\*\*

TAX MAP PARCEL ID CD PROPERTY LOCATION & CLASS ASSESSMENT EXEMPTION CODE-----COUNTY----CITY----SCHOOL  
 CURRENT OWNERS NAME SCHOOL DISTRICT ---LAND--- TAX DESCRIPTION TAXABLE VALUE  
 CURRENT OWNERS ADDRESS PARCEL SIZE/GRID COORD --TOTAL--- SPECIAL DISTRICTS

\*\*\*\*\* 165.30-1018-11 \*\*\*\*\*  
 402 WESTCHESTER AV ACCT: 002840  
 165.30-1018-11 PM 210 1 FAMILY RES 41103 VETERAN 300  
 NOVICK, LORETTA MT VERNONCENTRAL 3,300 41132 COMBAT VET 2,826  
 402 WESTCHESTER AVENUE 11 41834 STAR-ENHC 5,100  
 MOUNT VERNON NY 10550 ACREAGE 0.12 13,300 COUNTY TAXABLE 10,474  
 EAST 206090 NRTH 232390 CITY TAXABLE 13,000  
 FULL MKT VAL 423,566 SCHOOL TAXABLE 8,200  
 CS002 BRONX RIV. SEWE 13,300 TO C  
 RF001 COUNTY REFUSE 13,300 TO

\*\*\*\*\* 165.30-1018-12 \*\*\*\*\*  
 45 GRAND ST ,E ACCT: 002850  
 165.30-1018-12 QF 210 1 FAMILY RES 41854 STAR-RES 2,540  
 DI NUNZIO,DONNA MARIE MT VERNONCENTRAL 3,000 COUNTY TAXABLE 12,000  
 45 EAST GRAND STREET 12 CITY TAXABLE 12,000  
 MOUNT VERNON NY 10552 ACREAGE 0.12 12,000 SCHOOL TAXABLE 9,460  
 EAST 206080 NRTH 232400 CS002 BRONX RIV. SEWE 12,000 TO C  
 DEED BK 9825 PG RF001 COUNTY REFUSE 12,000 TO  
 FULL MKT VAL 382,165

\*\*\*\*\* 165.30-1018-13 \*\*\*\*\*  
 41 GRAND ST ,E ACCT: 002860  
 165.30-1018-13 QY 210 1 FAMILY RES 41854 STAR-RES 2,540  
 SEFERI, RUDINA MT VERNONCENTRAL 3,000 COUNTY TAXABLE 9,779  
 DUXHA, SAIMIR 13 CITY TAXABLE 9,779  
 41 E. GRAND ST ACREAGE 0.12 9,779 SCHOOL TAXABLE 7,239  
 MOUNT VERNON NY 10550 EAST 206060 NRTH 232400 CS002 BRONX RIV. SEWE 9,779 TO C  
 DEED BK 49352 PG 0072 RF001 COUNTY REFUSE 9,779 TO  
 FULL MKT VAL 311,433

\*\*\*\*\* 165.30-1018-16 \*\*\*\*\*  
 17 GRAND ST ,E ACCT: 002870  
 165.30-1018-16 TD 620 RELIGIOUS COUNTY TAXABLE 69,800  
 IMMANUEL EVANGELICAL MT VERNONCENTRAL 21,000 CITY TAXABLE 69,800  
 LUTHERAN CHURCH OF 16,21 SCHOOL TAXABLE 69,800  
 17 E. GRAND ST ACREAGE 0.65 69,800 CS002 BRONX RIV. SEWE 69,800 TO C  
 MOUNT VERNON NY 10550 EAST 205980 NRTH 232440 RF001 COUNTY REFUSE 69,800 TO  
 DEED BK 49135 PG 0304  
 FULL MKT VAL 2,222,929

DEPARTMENT ASSESSMENT & TAXATION

PROPERTY RECORD

MOUNT VERNON, N.Y.

1018-16 & 21

OWNER: Emmanuel Evangelical Lutheran  
 Church of Mount Vernon, N.Y.

LOCATION: 17 E. Grand St.

BUILDING CLASS: 620  
 ZONING: M16-4-2-2

CONTR	REAR	AV. DEPTH.	CORNER OTHER	DEPTH %	ADJ. FRONT FT.	FACTOR	ADV. ALLOW.	SOUND VALUE	ASSESSOR'S VALUE
5	195	134		111.8	218	12/100		32700	
15	15	134		111.8	16	200		4800	
TOTAL LAND									37500

BUILDINGS	TYPE	YEAR BUILT	REMOD	CONDITION	REPLACEMENT COST	PHYS. DEF.	OTHER	SOUND VALUE	ASSESSOR'S VALUE
OUT BLDG		2013	256	3	558	60		300	
TOTAL BUILDINGS									65000
TOTAL LAND & BUILDINGS									102500

LAND AREA: 2.8148 A.P.

CLASS	CONSTRUCTION	ROOF SHAPE	INTERIOR FINISH	REPLACEMENT COST	PHYS. DEF.	OTHER	SOUND VALUE	ASSESSOR'S VALUE
1-FAMILY	GALE	FLAT	PLASTER	24300	30		17000	
2-FAMILY	HIP	FLAT	PANEL					
3-FAMILY	GALE	FLAT	PLASTER					
NO. OF ROOMS			ATTIC ROOMS					
1ST			BSMT. ROOMS					
2ND			FIREPLACE					
3RD								
CONCRETE			PLUMBING					
BRICK			BATH COMP. 3 FIX					
ASPH. SHINGLES			BATH TILED 3 FIX					
WOOD SHINGLES			TOILET RM. 2 FIX					
SLATE			T.R. TILED 2 FIX.					
CEILING			W.C.					
EXTERIOR WALLS			SHOWER					
HYDRANTS			NO PLUMBING					
2 SHINGLE			HEATING					
3 SHINGLE			RADIANT					
4 SHINGLE			HOT WATER					
5 SHINGLE			HOT WATER					
6 SHINGLE			DIET CELLAR					
7 SHINGLE			STEAM OR VAPOR					
8 SHINGLE			HOT AIR					
9 SHINGLE			FORCED HOT AIR					
10 SHINGLE			ELECTRIC					
11 SHINGLE			UNIT HEATERS					
12 SHINGLE			AIR CONDITI.					
13 SHINGLE			O.G. BUR. STOKER					
14 SHINGLE			NO HEAT					

REMARKS: No. 1 in room

REMARKS: TOTAL REPLACEMENT COST 17346

DATE	INSPECTOR
6/6/03	6/8

STY.	SQ. FT.	UNIT	REPLACEMENT
1	2200	976	2200
2	2200	976	2200
3	2200	976	2200
4	2200	976	2200
5	2200	976	2200
6	2200	976	2200
7	2200	976	2200
8	2200	976	2200
9	2200	976	2200
10	2200	976	2200
11	2200	976	2200
12	2200	976	2200
13	2200	976	2200
14	2200	976	2200
15	2200	976	2200
16	2200	976	2200
17	2200	976	2200
18	2200	976	2200
19	2200	976	2200
20	2200	976	2200
21	2200	976	2200
22	2200	976	2200
23	2200	976	2200
24	2200	976	2200
25	2200	976	2200
26	2200	976	2200
27	2200	976	2200
28	2200	976	2200
29	2200	976	2200
30	2200	976	2200
31	2200	976	2200
32	2200	976	2200
33	2200	976	2200
34	2200	976	2200
35	2200	976	2200
36	2200	976	2200
37	2200	976	2200
38	2200	976	2200
39	2200	976	2200
40	2200	976	2200
41	2200	976	2200
42	2200	976	2200
43	2200	976	2200
44	2200	976	2200
45	2200	976	2200
46	2200	976	2200
47	2200	976	2200
48	2200	976	2200
49	2200	976	2200
50	2200	976	2200









# 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 -1793

**Agenda Date:** 12/23/2025

**Agenda #:** 11.

### City Council:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF MOUNT VERNON, NEW YORK, REQUESTING THE  
ENACTMENT OF SPECIAL LEGISLATION AUTHORIZING  
THE RETROACTIVE GRANT OF A TAX EXEMPTION  
AND THE CANCELLATION OF DELINQUENT TAXES  
AND ACCRUED INTEREST FOR ASBURY METHODIST  
CHURCH, LOCATED AT 58 WEST SEVENTH STREET,  
MOUNT VERNON, NEW YORK**

**WHEREAS**, the City Council of the City of Mount Vernon has received correspondence dated November 3, 2025, from the Commissioner of Assessment regarding the parcel located at 58 West Seventh Street, Mount Vernon, New York 10550, and identified on the Official Tax Map of the City of Mount Vernon as Tax Map Section 169.46, Block 3061, Lot 3 (the “Subject Property”); and

**WHEREAS**, Asbury Methodist Church is the owner of real property located at 58 West Seventh Street, Mount Vernon, New York 10550, and identified on the Official Tax Map of the City of Mount Vernon as Tax Map Section 169.46, Block 3061, Lot 3 (the “Subject Property”); and

**WHEREAS**, Asbury Methodist Church is a nonprofit religious organization eligible for a real property tax exemption pursuant to Section 420-a and/or 420-b of the New York State Real Property Tax Law; and

**WHEREAS**, as a result of a **clerical error**, the Subject Property was improperly included in the taxable portion of the 2018 Final City Assessment Roll for City taxes, resulting in the removal of the nonprofit tax exemption (RP-420-a/b - Rnw-11) from the exempt portion of said roll; and

**WHEREAS**, due to this clerical error, the Subject Property was also included in the taxable rolls for the 2019-2022 City and County tax levies and the 2019-2023 Mount Vernon City School District tax levies, resulting in delinquent taxes and accrued interest; and

**WHEREAS**, delinquent taxes are now due and owing, and the Subject Property has been included in the City’s List of Delinquent Taxes solely as a result of the Subject Property’s erroneous placement on the taxable portion of the 2018 Assessment Roll; and

**WHEREAS**, the Subject Property has otherwise been properly listed on the **exempt portion** of the City Assessment Rolls for Assessment Years 2019, 2020, 2021, 2022, and 2023; and

**WHEREAS**, Asbury Methodist Church is pursuing special legislation from the **New York State Legislature** that would authorize it to retroactively apply for and receive a tax exemption for Assessment Year 2018, thereby placing the Subject Property on the exempt portion of the 2018 Final

City Assessment Roll; and

**WHEREAS, such retroactive correction would nullify all delinquent taxes, penalties, and accrued interest** currently outstanding on the Subject Property; and

**WHEREAS,** the City of Mount Vernon fully supports Asbury Methodist Church's request for special legislation to correct this clerical error and to ensure equitable and lawful treatment of the Subject Property; and

**WHEREAS,** pursuant to Article IX of the New York State Constitution and Section 40 of the New York State Municipal Home Rule Law, the enactment of such special legislation requires a Home Rule Request from the City of Mount Vernon;

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

**Section 1. Home Rule Request.** The City Council of the City of Mount Vernon hereby requests the New York State Legislature to enact special legislation authorizing Asbury Methodist Church to retroactively apply for a real property tax exemption for Assessment Year 2018 pursuant to Section 420-a and/or 420-b of the Real Property Tax Law, and to place the Subject Property on the exempt portion of the 2018 Final City Assessment Roll.

**Section 2. Cancellation of Delinquent Taxes and Interest.** Such special legislation shall further authorize the cancellation, remission, and nullification of all delinquent taxes, penalties, and accrued interest levied against the Subject Property that resulted from the clerical error described herein.

**Section 3. Certification and Transmission.** The City Clerk is hereby authorized and directed to forward certified copies of this Resolution to the Governor of the State of New York, the Temporary President of the Senate, the Speaker of the Assembly, and the City's State legislative delegation, together with such other documentation as may be necessary to effectuate this Home Rule Request.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.



**CITY COUNCIL**  
**CITY OF MOUNT VERNON**  
ONE ROOSEVELT SQUARE  
MOUNT VERNON, NY 10550  
(914) 665-2352 · FAX (914) 668-6044

**CITY COUNCIL MEMBERS**

Danielle Browne, Esq., President  
Jaevon Boxhill  
Cathlin B. Gleason  
Edward Poteat  
Derrick Thompson

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December 4, 2025

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

Dear Honorable City Council Members.

This correspondence is submitted in reference to a letter dated November 3, 2025, from the Commissioner of Assessment, requesting approval for the correction of delinquent taxes and interest for **58 West Seventh Street – 169.46-3061-3**. The request arises from a clerical error in which the subject property was erroneously included in the taxable portion of the 2018 City Final Assessment Roll for City taxes.

Accordingly, this letter respectfully requests that this Honorable Body pass a resolution formally requesting our State Legislators to introduce a State bill authorizing the necessary modification.

Should this meet with the City Council's approval, I further request that the appropriate legislation be enacted to reflect this correction.

Thank you for your attention and consideration of this matter.

Respectfully,

Antoinette Anderson  
Legislative Assistant to City Council



CITY OF MOUNT VERNON, N.Y.  
DEPARTMENT of ASSESSMENT

SHAWYN PATTERSON-HOWARD  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY, 10550  
(914) 665-2328 – Fax: (914) 665-3522

Stephanie Vanderpool  
*Commissioner*

Cranson D. Johnson  
*Deputy Commissioner*

November 3, 2025

**Re: Asbury Methodist Church  
58 West Seventh Street  
Mount Vernon, Ny 10550  
169.46-3061-3**

**To: Whom it May Concern:**

It is requested that legislation be enacted approving Delinquent taxes and Interest for Asbury Methodist Church, due to the following reason: As a result of “Clerical Error” the subject property having been included in the “taxable” portion of the 2018 Final City Assessment Roll for the City taxes.

Nonprofit Organizations tax exemption ( RP-420- -a/b- Rnw-ll) was removed from the exempt portion of the 2018 Final City Assessment Roll as a result of the Subject property having been included in the “taxable” portion for the 2019-2022 City, County and 2019 -2023 Mount Vernon School district tax levies.

If this meet the approval of your Honorable Body, would you kindly have the necessary legislation enacted.

Respectfully submitted,

Stephanie Vanderpool  
Commissioner of Assessment

**WHEREAS**, Asbury Methodist Church, is the owner of the property located at 58 West Seventh Street Mount Vernon, New York 10550, and identified as Tax Id # **169.46-3061-3** on the Official Tax Map of the City of Mount Vernon (the “Subject Property “); and

**WHEREAS**, delinquent taxes are now due and owing, and the Subject Property is included in the List of Delinquent Taxes, as a result of the Subject Property having been included in the “taxable” portion of the 2018 City Assessment Roll; and

**WHEREAS**, the Subject Property has been listed on the “exempt” portion of the City Assessment Roll for Assessment Years 2019,2020,2021, 2022, 2023 and

**WHEREAS**, Asbury Methodist Church , is pursuing special legislation from the New York State Legislature that will allow it to retroactively apply for an exemption for Assessment Year 2018 and have the Subject Property placed on the exempt portion of the 2018 City Assessment Roll, which would nullify the delinquent taxes on the Subject Property; and

**WHEREAS**, the City fully supports Asbury Methodist Church efforts to pursuing special legislation from the New York State Legislature that will allow Asbury Methodist Church, to retroactively apply for an exemption for Assessment Year 2018 and have the Subject Property placed on the exempt portion of the 2018 City Assessment Roll, ***which would nullify all outstanding taxes payments and any accrued interest on the Subject Property***

2025 (Next Year)

### Parcel Modify

Land: \$1,800

Tot: \$8,000

Swis Code	Sec	Sbs	Block	Lot	Subl	Sfx	CkDig	Status	Create Date	School Cd
550800	169	046	3061	003	000	0000	UK	A	12/11/1993	550800

MT VERNONCENTRAL

MT VERNON

Res Sites  Com Sites  Last Change  By

Name 1  Prop Desc 1

Name 2  Prop Desc 2

Addr 1  Prop Desc 3

Addr 2  Bank Code  Roll Sect  Sub Sect

Street  Prop Class  1 Family Res Own Cd

City  Hstd Code  Res %

State  Zip  Legal Addr #  Street

	Prior Year '23	This Year '24	Next Year '25	Front	Depth	Acres
Assessed	\$8,000	\$8,000	\$8,000			0.09

Taxable	\$0	\$0	\$0	<input checked="" type="checkbox"/> Save	<input checked="" type="checkbox"/> Cancel	<input type="checkbox"/> Close
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STATE OF NEW YORK  
COUNTY: WESTCHESTER  
CITY OF MT. VERNON  
SMIS: 550800 (MT VERNON)

2018 C I T Y F I N A L R O L L  
T A X A B L E S E C T I O N O F T H E R O L L  
P A R C E L I D O R D E R  
U N I F O R M P E R C E N T O F V A L U E = 2.79

1954  
PAGE: 8/1/2018  
ROLL PRINT DATE: 5/1/2018  
VALUATION DATE: 5/1/2018  
TAXABLE STATUS DATE:

COUNTY-----CITY-----SCHOOL  
TAXABLE VALUE

TAX MAP PARCEL ID CD PROPERTY LOCATION & CLASS  
CURRENT OWNERS NAME SCHOOL DISTRICT  
CURRENT OWNERS ADDRESS PARCEL SIZE/GRID COORD  
\*\*\*\*\* TAX DESCRIPTION \*\*\*\*\*  
-----LAND----- SPECIAL DISTRICTS  
--TOTAL--

169.46-3060-17 XK 112 SEVENTH ST, W 112 SEVENTH ST, W 41132 COMBAT VET 2,511  
SHAW, CHARLES J. 230 THREE FAMILY RES 41802 AGED-C 919  
112 N 7TH ST 230 THREE FAMILY RES 41804 AGED-S  
MOUNT VERNON NY 10550 MT VERNONCENTRAL 41834 STAR-ENHC 8,270  
ACREAGE 0.08 NRTH 2292210 COUNTY TAXABLE 11,700  
EAST 205950 NRTH 2292210 CITY TAXABLE 3,980  
PULL MKT VAL 419,354 FULL MKT VAL 419,354 SCHOOL TAXABLE 11,700 TO C  
RF001 COUNTY REFUSE 169.46-3060-18 \*\*\*\*\*  
ACCT: 069570

169.46-3060-18 YD 110 SEVENTH ST, W 41854 STAR-RES 11,700  
LETSOME, JULIAN AYOLANDA 230 THREE FAMILY RES 1,700 COUNTY TAXABLE 11,700  
110 W. SEVENTH ST MT VERNONCENTRAL CITY TAXABLE 11,700  
MOUNT VERNON NY 10550 ACREAGE 0.08 NRTH 2292210 SCHOOL TAXABLE 8,760  
DEED BK 42091 PG 0872 EAST 205960 NRTH 2292210 CS001 HUTCHINSON SEWE 11,700 TO C  
FULL MKT VAL 419,354 PULL MKT VAL 419,354 RF001 COUNTY REFUSE 169.46-3061-1 \*\*\*\*\*  
ACCT: 069600

169.46-3061-1 SY 64 SEVENTH ST, W 41854 STAR-RES 10,100  
NORTHERN, HAROLD E 220 TWO FAMILY RES 1,600 COUNTY TAXABLE 10,100  
64 W. SEVENTH ST MT VERNONCENTRAL CITY TAXABLE 10,100  
MOUNT VERNON NY 10550 ACREAGE 0.07 NRTH 2292230 SCHOOL TAXABLE 10,100 TO C  
EAST 206020 NRTH 2292230 CS001 HUTCHINSON SEWE 10,100 TO  
FULL MKT VAL 362,007 PULL MKT VAL 362,007 RF001 COUNTY REFUSE 169.46-3061-2 \*\*\*\*\*  
ACCT: 069610

169.46-3061-2 TR 62 SEVENTH ST, W 41854 STAR-RES 7,500  
GORDON, ALFRED & BETTY 210 1 FAMILY RES 1,800 COUNTY TAXABLE 7,500  
62 WEST SEVENTH STREET MT VERNONCENTRAL CITY TAXABLE 7,500  
MOUNT VERNON NY 10550 ACREAGE 0.09 NRTH 2292230 SCHOOL TAXABLE 4,560  
EAST 206030 NRTH 2292230 CS001 HUTCHINSON SEWE 7,500 TO C  
BANK 7 PULL MKT VAL 268,817 RF001 COUNTY REFUSE 169.46-3061-3 \*\*\*\*\*  
ACCT: 069620

169.46-3061-3 UK 58 SEVENTH ST, W 41854 STAR-RES 5,500  
ASBURY METHODIST CHURCH 210 1 FAMILY RES 1,800 COUNTY TAXABLE 5,500  
58 W 7TH ST MT VERNONCENTRAL CITY TAXABLE 5,500  
MOUNT VERNON NY 10550 ACREAGE 0.09 NRTH 2292440 SCHOOL TAXABLE 5,500 TO C  
EAST 206040 NRTH 2292440 CS001 HUTCHINSON SEWE 5,500 TO  
PULL MKT VAL 197,132 RF001 COUNTY REFUSE 169.46-3061-3 \*\*\*\*\*  
ACCT: 069620

**Summary** | Assessment

Yr	Owner	HC	Assessed	Taxable	RS	Class	Res STAR	Enh STAR	Senior	Alt Vet	Other EX
25	ASBURY METI		8,000	0	8	210					8,000
24	ASBURY METI		8,000	0	8	210					8,000
23	ASBURY METI		8,000	0	8	210					8,000
22	ASBURY METI		5,500	5,500	1	210					
21	ASBURY METI		5,500	5,500	1	210					
20	ASBURY METI		5,500	5,500	1	210					
19	ASBURY METI		5,500	5,500	1	210					
18	ASBURY METI		5,500	5,500	1	210					
17	ASBURY METI		5,500	0	8	210					5,500
16	ASBURY METI		5,500	0	8	210					5,500
15	ASBURY METI		5,500	0	8	210					5,500
14	ASBURY METI		5,500	0	8	620					5,500

School Code: 550800

Parcel Created: 12/11/1993

 Close

City of Mount Vernon, NY  
Office of the Comptroller  
Status of Account

**Interest As Of  
11/30/2025**

Block.Lot.Suffix 3061.3.-0

**Owner**

ASBURY METHODIST CHURCH

Parcel Address: 58 SEVENTH ST ,W

Lots: 3

Acct: 069620

**Mailing Address**

ASBURY METHODIST CHURCH

58 W 7TH ST  
MT. VERNON NY 10550  
Bank Code 0

Tax	Date	1st Half	Int/Fee	Date Paid	Paid With	2nd Half	Int/Fee	Date Paid	Paid With
County	4/1/17	81.90		4/24/17	Ck				
County	4/1/18	84.04		5/1/18	Ck				
City	1/1/19	1,109.96		3/27/19	Ck	1,109.96		7/31/19	Ck
County	4/1/19	792.67		4/18/19	Ck				
School	7/1/19	2,568.37		7/31/19	Ck	2,568.37		1/27/20	Ck
City	1/1/20	1,129.70		4/16/20	Ck	1,129.70		7/17/20	Ck
County	4/1/20	839.03		5/12/20	Ck				
City	1/1/21	1,173.35		4/20/21	Ck	1,173.35		8/4/21	Ck
County	4/1/21	909.77		5/3/21	Ck				
School	7/1/21	1,249.82	508.68	9/30/24	Ck	2,629.51	1,401.54		
School	7/1/21	1,379.69	822.30						
City	1/1/22	1,211.76	799.76			1,211.76	745.23		
County	4/1/22	954.97	630.28						
School	7/1/22	2,646.55	1,243.88			2,646.55	1,077.15		
School	7/1/23	2,627.49	903.86			2,627.48	738.33		

**TOTAL OWED**

Taxes	17,935.76
Interest	7,374.49
School tax collection fee	987.84
<b>Grand total owed</b>	<b>26,298.09</b>

Please Note: Interest changes the first day of every month.

John W. Buckley, Esq.  
[jbuckley@oxmanlaw.com](mailto:jbuckley@oxmanlaw.com)



120 Bloomingdale Road  
White Plains, NY 10605

Telephone: 914.422.3900  
Fax: 914.422.3636  
[www.oxmanlaw.com](http://www.oxmanlaw.com)

August 11, 2025

**ASBURY METHODIST CHURCH,  
58 W 7TH ST  
MT. VERNON, NY10550**

**Property Description: 58 W SEVENTH ST, Block/Lot: 3061.003.000  
Serial #: 2024-411**

Dear Property Owner:

The real property described above is subject to delinquent tax liens held by the City of Mount Vernon. According to our records, you own or have an interest in this property.

**You are hereby notified that on or after September 23, 2025, the City will sell your delinquent tax lien at auction to the highest bidder.**

Following the sale, the purchaser of your tax lien will have the right to collect and enforce payment of the delinquent taxes against your property, and if necessary, bring a foreclosure action to secure payment of the lien plus interest and applicable fees.

If you wish to pay the delinquent taxes, enter into an installment repayment agreement prior to the auction or have questions about the upcoming sale, please contact: John Buckley, Esq. of the Oxman Law Group, PLLC, 120 Bloomingdale Road, Suite 100, White Plains, New York 10605. My telephone number is: (914) 422-3900 and my email address is: [jbuckley@oxmanlaw.com](mailto:jbuckley@oxmanlaw.com).

For your reference, I have attached a copy of the Notice of Tax Lien Sale which has been published in the Journal News.

Very truly yours,

*John W. Buckley*

JOHN W. BUCKLEY

JWB;lh  
Enclosure

City of Mount Vernon, NY  
Office of the Comptroller  
Status of Account

Block.Lot.Suffix 3061.3.-0

**Owner**

ASBURY METHODIST CHURCH

Parcel Address: 58 SEVENTH ST ,W

Lots: 3

Acct: 069620

**Mailing Address**

ASBURY METHODIST CHURCH

58 W 7TH ST

MT. VERNON NY 10550

Bank Code 0

Tax	Date	1st Half	Int/Fee	Date Paid	Paid With	2nd Half	Int/Fee	Date Paid	Paid With
School	7/1/21					2,629.51	1,318.70		
School	7/1/21	1,379.69	778.84						
City	1/1/22	1,211.76	799.76			1,211.76	690.70		
County	4/1/22	954.97	587.31						
School	7/1/22	2,646.55	1,160.51			2,646.55	993.78		
School	7/1/23	2,627.49	821.09			2,627.48	655.56		

**TOTAL OWED**

Taxes	17,935.76
Interest	6,840.25
School tax collection fee	966.00
<b>Grand total owed</b>	<b>25,742.01</b>

Please Note: Interest changes the first day of every month.



The Late Fee Schedule to the right shows the payment and late fee schedule for this property.

Any payments made have been accounted for in the "Balance Due" column. So, if the tax bill has been paid, the Balance Due will show as zero.

[Return to Property Information](#)

**Late Fee Schedule for:**

SWIS: 550800	Tax Map # 169.46-3061-3
Owner: ASBURY METHODIST CHURCH	
Location: 58 SEVENTH ST ,W	
Bill # 210110	Tax Year: 2022 County/Sewer/Refuse Tax

If Paid By	Late Fee Rate	Tax Due	Late Fee	Balance Due
05/06/2022		954.97		954.97
01/31/2025	51.00%	954.97	487.03	1,442.00
02/28/2025	52.50%	954.97	501.36	1,456.33
03/31/2025	54.00%	954.97	515.68	1,470.65
04/30/2025	55.50%	954.97	530.01	1,484.98
05/31/2025	57.00%	954.97	544.33	1,499.30
06/30/2025	58.50%	954.97	558.66	1,513.63
07/31/2025	60.00%	954.97	572.98	1,527.95
08/31/2025	61.50%	954.97	587.31	1,542.28
09/30/2025	63.00%	954.97	601.63	1,556.60
10/31/2025	64.50%	954.97	615.96	1,570.93
11/30/2025	66.00%	954.97	630.28	1,585.25
12/31/2025	67.50%	954.97	644.60	1,599.57

**Tax Collection ended on 08/17/25.**

**Online payments have ended. Please contact the tax office at 914-665-2442 for outstanding tax and payment information.**



The payment schedule to the right shows the total balance due for a "Payment in Full" and the balance remaining on each installment payment.

The calculations are made initially as of *today*.

However, you can change the date labeled "Calculate Payments Due As Of" and see the Balance Due as of the date that you enter.

[Return to Property Information](#)

**Payment Schedule for:**

SWIS: 550800 Tax Map # 169.46-3061-3  
Owner: ASBURY METHODIST CHURCH  
Location: 58 SEVENTH ST ,W  
Bill # 109889 Tax Year: 2023 City Tax

Calculate Payments Due As Of:

Pmt #	If Paid By	Late Fee Rate	Tax Due	Installment Fee	Late Fee	Balance Due
Full Pmt	08/31/2025		2,759.65		1,200.45	3,960.10
Pmt 1	08/31/2025	48.00%	1,379.83		662.32	2,042.15
Pmt 2	08/31/2025	39.00%	1,379.82		538.13	1,917.95

[Pay Tax Bill Now](#)

Payments made after the last "If Paid By" date shown above are subject to additional Fees



The Late Fee Schedule to the right shows the payment and late fee schedule for this property.

Any payments made have been accounted for in the "Balance Due" column. So, if the tax bill has been paid, the Balance Due will show as zero.

[Return to Property Information](#)

**Late Fee Schedule for:**

SWIS: 550800	Tax Map # 169.46-3061-3
Owner: ASBURY METHODIST CHURCH	
Location: 58 SEVENTH ST ,W	
Bill # 210112	Tax Year: 2025 County/Sewer/Refuse Tax

If Paid By	Late Fee Rate	Tax Due	Late Fee	Balance Due
04/30/2025		243.28		243.28
05/31/2025	3.00%	243.28	7.30	250.58
06/30/2025	4.50%	243.28	10.95	254.23
07/31/2025	6.00%	243.28	14.60	257.88
08/31/2025	7.50%	243.28	18.25	261.53
09/30/2025	9.00%	243.28	21.90	265.18
10/31/2025	10.50%	243.28	25.54	268.82
11/30/2025	12.00%	243.28	29.19	272.47
12/31/2025	13.50%	243.28	32.84	276.12
01/31/2026	15.00%	243.28	36.49	279.77
02/28/2026	16.50%	243.28	40.14	283.42
03/31/2026	18.00%	243.28	43.79	287.07

**Pay Tax Balance Now**

Payments made after the last "If Paid By" date shown above are subject to additional Fees







# 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 -1812

**Agenda Date:** 12/23/2025

**Agenda #:** 12.

### City Council:

### LOCAL LAW NO. \_\_\_\_ OF 2025

### A LOCAL LAW TO AMEND THE TAX LAW IN THE CITY OF MOUNT VERNON, NY

**BE IT ENACTED** by the City Council of the City of Mount Vernon, in the County of Westchester, as follows:

**Section 1. Title.** This Local Law shall be known and may be cited as: “A Local Law to Amend the Tax Law in the City of Mount Vernon, New York.”

#### **Section 2. Legislative Findings and Intent.**

**WHEREAS**, the City Council has determined that stable and sustainable revenue sources are necessary to support public safety, infrastructure, education, and other vital municipal programs; and

**WHEREAS**, the State of New York authorizes certain municipalities, including the City of Mount Vernon, to adopt and amend local tax laws, subject to applicable state enabling legislation and home rule authority; and

**WHEREAS**, the City Council finds that amending the Tax Law of the City of Mount Vernon, as set forth herein, is in the best interests of the City and its residents and will promote the continued fiscal health and economic stability of the City;

**NOW, THEREFORE**, it is the intent of the City Council of the City of Mount Vernon to amend the Tax Law of the City of Mount Vernon to effectuate the purposes set forth in this Local Law.

The tax law is amended by adding a new section 1202-kkk to read as follows:

§ 1202-kkk. Hotel or motel taxes in the city of Mount Vernon.

(1) Notwithstanding any other provision of law to the contrary, the city of Mount Vernon, Westchester County, is hereby authorized and empowered to adopt and amend local laws imposing in such city a tax, in addition to any other tax authorized and imposed pursuant to this article, such as the legislature has or would have the power and authority to impose upon persons occupying hotel or motel rooms in such city. For the purposes of this section, the term “hotel” or “motel” shall mean and include, but not be limited to, hotels, motels, tourist homes, motel courts, bed-and-breakfast establishments, short-term rentals, vacation rentals, airbnbs, clubs or similar facilities, whether or not meals are served to guests or residents thereof, and/or a location that is otherwise made available for transient lodging accommodation for rent directly by the owner or through an agent, operator or

company. The rates of such tax shall not exceed five and eight hundred seventy-five thousandths percent of the per diem rental rate for each room, provided, however, that such tax shall not be applicable to a permanent resident of a hotel or motel. For the purposes of this section, the term "permanent resident" shall mean a person occupying any room or rooms in a hotel or motel for at least thirty consecutive days.

(2) Such tax may be collected and administered by the chief fiscal officer of the city of Mount Vernon by such means and in such manner as other taxes, which are now collected and administered by such officer, or as otherwise may be provided by such local law.

(3) Such local laws may provide that any tax imposed shall be paid by the person liable therefor to the owner of the hotel or motel room occupied or to the person entitled to be paid the rent or charge for the hotel or motel room occupied for and on account of the city of Mount Vernon imposing the tax and that such owner or person entitled to be paid the rent or charge shall be liable for the collection and payment of the tax; and that such owner or person entitled to be paid the rent or charge shall have the same right in respect to collecting the tax from the person occupying the hotel or motel room, or in respect to nonpayment of the tax by the person occupying the hotel or motel room, as if the tax were a part of the rent or charge and payable at the same time as the rent or charge; provided, however, that the chief fiscal officer of the city, specified in such local law, shall be joined as a party in any action or proceeding brought to collect the tax by the owner or by the person entitled to be paid the rent or charge.

(4) Such local laws may provide for the filing of returns and the payment of the tax on a monthly basis or on the basis of any longer or shorter period of time.

(5) This section shall not authorize the imposition of such tax upon any transaction, by or with any of the following, in accordance with section twelve hundred thirty of this article:

(a) The state of New York, or any public corporation (including a public corporation created pursuant to an agreement or compact with another state or the Dominion of Canada), improvement district, or other political subdivision of the state;

(b) The United States of America, insofar as it is immune from taxation; and

(c) Any corporation or association, or trust, or community chest, fund, or foundation organized and operated exclusively for religious, charitable, or educational purposes, or for

the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholders or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence the legislation; provided, however, that nothing in this paragraph shall include an organization operated for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this paragraph.

(6) Any final determination of the amount of any tax payable pursuant to this section shall be reviewable for error, illegality, or unconstitutionality or any other reason whatsoever by a proceeding under article seventy-eight of the civil practice law and rules if application therefor is made to the supreme court within thirty days after the giving of the notice of such final determination, provided, however, that any such proceeding under article seventy-eight of the civil practice law and rules shall not be instituted unless:

(a) The amount of any tax sought to be reviewed, with such interest and penalties thereon as may be provided for by local law or regulation, shall be first deposited, and there is filed an undertaking, issued by a surety company authorized to transact business in this state and approved by the superintendent of financial services of this state, as to solvency and responsibility, in such amount as a justice of the supreme court shall approve, to the effect that if such proceeding be dismissed or the tax confirmed the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding; or

(b) At the option of the petitioner, such undertaking may be in a sum sufficient to cover the taxes, interests, and penalties stated in such determination plus the costs and charges which may accrue against it in the prosecution of the proceeding, in which event the petitioner shall not be required to pay such taxes, interest, or penalties as a condition precedent to the application.

(7) Where any tax imposed pursuant to this section shall have been erroneously, illegally, or unconstitutionally collected and an application for the refund thereof duly made to the proper fiscal officer or officers, and such officer or officers shall have made a determination denying such refund, such determination shall be reviewable by a proceeding under article seventy-eight of the civil practice law and rules, provided, however, that such proceeding is instituted within thirty days after the giving of the notice of such denial, that a final determination of tax due was not previously made, and that an undertaking is filed with the proper fiscal officer or officers in such amount and with such sureties as a justice of the supreme court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding.

(8) Except in the case of a willfully false or fraudulent return with intent to evade the tax, no assessment of additional tax shall be made after the expiration of more than two years from the date of the filing of a return, provided, however, that where no return has been filed as provided by law the tax may be assessed at any time.

(9) All revenues resulting from the imposition of the tax under the local laws shall be paid

into the treasury of the city of Mount Vernon and shall be credited to and deposited in the general fund of the city. Such revenues shall be retained to defer the expense of the city in administering the tax pursuant to this section, and the balance of such revenues shall be used within the city of Mount Vernon, as so determined by the city of Mount Vernon city council.

(10) If any provision of this section or the application thereof to any person or circumstance shall be held invalid, the remainder of this section and the application of such provision to other persons or circumstances shall not be affected thereby.

(11) Each enactment of such local law may provide for the imposition of a hotel or motel tax for a period of time no longer than two years from the effective date of its enactment. Nothing in this section shall prohibit the adoption and enactment of local laws, pursuant to the provisions of this section, upon the expiration of any other local law adopted pursuant to this section.

**Section 2. Effective Date.** This act shall take effect on the first day of the first month following the enactment of a local law by the City of Mount Vernon adopting the increased rate authorized by this act, provided that such local law has been duly filed with the Office of the New York State Secretary of State in accordance with the Municipal Home Rule Law. The provisions of this act shall apply to contracts entered into on or after such effective date and shall expire and be deemed repealed on December 31, 2027.

New Matter Underlined  
Deleted Matter in Brackets [ ]

**LOCAL LAW NO. \_\_\_\_ OF 2025**

**A LOCAL LAW TO AMEND THE TAX LAW  
IN THE CITY OF MOUNT VERNON, NY**

**BE IT ENACTED** by the City Council of the City of Mount Vernon, in the County of Westchester, as follows:

**Section 1. Title.** This Local Law shall be known and may be cited as: “A Local Law to Amend the Tax Law in the City of Mount Vernon, New York.”

**Section 2. Legislative Findings and Intent.**

**WHEREAS**, the City Council has determined that stable and sustainable revenue sources are necessary to support public safety, infrastructure, education, and other vital municipal programs; and

**WHEREAS**, the State of New York authorizes certain municipalities, including the City of Mount Vernon, to adopt and amend local tax laws, subject to applicable state enabling legislation and home rule authority; and

**WHEREAS**, the City Council finds that amending the Tax Law of the City of Mount Vernon, as set forth herein, is in the best interests of the City and its residents and will promote the continued fiscal health and economic stability of the City;

**NOW, THEREFORE**, it is the intent of the City Council of the City of Mount Vernon to amend the Tax Law of the City of Mount Vernon to effectuate the purposes set forth in this Local Law.

The tax law is amended by adding a new section 1202-kkk to read as follows:

§ 1202-kkk. Hotel or motel taxes in the city of Mount Vernon.

(1) Notwithstanding any other provision of law to the contrary, the city of Mount Vernon, Westchester County, is hereby authorized and empowered to adopt and amend local laws imposing in such city a tax, in addition to any other tax authorized and imposed pursuant to this article, such as the legislature has or would have the power and authority to impose upon persons occupying hotel or motel rooms in such city. For the purposes of this section, the term “hotel” or “motel” shall mean and include, but not be limited to, hotels, motels, tourist homes, motel courts, bed-and-breakfast establishments, short-term rentals, vacation rentals, airbnbs, clubs or similar facilities, whether or not meals are served to guests or residents thereof, and/or a location that is otherwise made available for transient lodging accommodation for rent directly by the owner or through an agent, operator or company. The rates of such tax shall not exceed five and eight hundred seventy-five thousandths percent of the per diem rental rate for each room, provided, however, that such tax shall not be applicable to a permanent resident of a hotel or motel. For the purposes of this section, the term “permanent resident” shall mean a person occupying any room or rooms in a hotel or motel for at least thirty consecutive days.

(2) Such tax may be collected and administered by the chief fiscal officer of the city of Mount Vernon by such means and in such manner as other taxes, which are now collected and administered by such officer, or as otherwise may be provided by such local law.

(3) Such local laws may provide that any tax imposed shall be paid by the person liable therefor to the owner of the hotel or motel room occupied or to the person entitled to be paid the rent or charge for the hotel or motel room occupied for and on

account of the city of Mount Vernon imposing the tax and that such owner or person entitled to be paid the rent or charge shall be liable for the collection and payment of the tax; and that such owner or person entitled to be paid the rent or charge shall have the same right in respect to collecting the tax from the person occupying the hotel or motel room, or in respect to nonpayment of the tax by the person occupying the hotel or motel room, as if the tax were a part of the rent or charge and payable at the same time as the rent or charge; provided, however, that the chief fiscal officer of the city, specified in such local law, shall be joined as a party in any action or proceeding brought to collect the tax by the owner or by the person entitled to be paid the rent or charge.

(4) Such local laws may provide for the filing of returns and the payment of the tax on a monthly basis or on the basis of any longer or shorter period of time.

(5) This section shall not authorize the imposition of such tax upon any transaction, by or with any of the following, in accordance with section twelve hundred thirty of this article:

(a) The state of New York, or any public corporation (including a public corporation created pursuant to an agreement or compact with another state or the Dominion of Canada), improvement district, or other political subdivision of the state;

(b) The United States of America, insofar as it is immune from taxation; and

(c) Any corporation or association, or trust, or community chest, fund, or foundation organized and operated exclusively for religious, charitable, or educational purposes, or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholders or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence the legislation; provided, however, that nothing in this paragraph shall include an organization operated for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this paragraph.

(6) Any final determination of the amount of any tax payable pursuant to this section shall be reviewable for error, illegality, or unconstitutionality or any other reason whatsoever by a proceeding under article seventy-eight of the civil practice law and rules if application therefor is made to the supreme court within thirty days after the giving of the notice of such final determination, provided, however, that any such proceeding under article seventy-eight of the civil practice law and rules shall not be instituted unless:

(a) The amount of any tax sought to be reviewed, with such interest and penalties thereon as may be provided for by local law or regulation, shall be first deposited, and there is filed an undertaking, issued by a surety company authorized to transact business in this state and approved by the superintendent of financial services of this state, as to solvency and responsibility, in such amount as a justice of the supreme court shall approve, to the effect that if such proceeding be dismissed or the tax confirmed the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding; or

(b) At the option of the petitioner, such undertaking may be in a sum sufficient to cover the taxes, interests, and penalties stated in such determination plus the costs and charges which may accrue against it in the prosecution of the proceeding, in

which event the petitioner shall not be required to pay such taxes, interest, or penalties as a condition precedent to the application.

(7) Where any tax imposed pursuant to this section shall have been erroneously, illegally, or unconstitutionally collected and an application for the refund thereof duly made to the proper fiscal officer or officers, and such officer or officers shall have made a determination denying such refund, such determination shall be reviewable by a proceeding under article seventy-eight of the civil practice law and rules, provided, however, that such proceeding is instituted within thirty days after the giving of the notice of such denial, that a final determination of tax due was not previously made, and that an undertaking is filed with the proper fiscal officer or officers in such amount and with such sureties as a justice of the supreme court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding.

(8) Except in the case of a willfully false or fraudulent return with intent to evade the tax, no assessment of additional tax shall be made after the expiration of more than two years from the date of the filing of a return, provided, however, that where no return has been filed as provided by law the tax may be assessed at any time.

(9) All revenues resulting from the imposition of the tax under the local laws shall be paid into the treasury of the city of Mount Vernon and shall be credited to and deposited in the general fund of the city. Such revenues shall be retained to defer the expense of the city in administering the tax pursuant to this section, and the balance of such revenues shall be used within the city of Mount Vernon, as so determined by the city of Mount Vernon city council.

(10) If any provision of this section or the application thereof to any person or circumstance shall be held invalid, the remainder of this section and the application of such provision to other persons or circumstances shall not be affected thereby.

(11) Each enactment of such local law may provide for the imposition of a hotel or motel tax for a period of time no longer than two years from the effective date of its enactment. Nothing in this section shall prohibit the adoption and enactment of local laws, pursuant to the provisions of this section, upon the expiration of any other local law adopted pursuant to this section.

**Section 2. Effective Date.** This act shall take effect on the first day of the first month following the enactment of a local law by the City of Mount Vernon adopting the increased rate authorized by this act, provided that such local law has been duly filed with the Office of the New York State Secretary of State in accordance with the Municipal Home Rule Law. The provisions of this act shall apply to contracts entered into on or after such effective date and shall expire and be deemed repealed on December 31, 2027.

New Matter Underlined  
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# 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 -1813

**Agenda Date:** 12/23/2025

**Agenda #:** 13.

### City Council:

#### LOCAL LAW NO. \_\_ OF 2025

#### A LOCAL LAW OF THE CITY OF MOUNT VERNON, NEW YORK, AMENDING THE TAX LAW TO INCREASE TAX ON DEEDS

AN ACT to amend the tax law, in relation to increasing the tax on deeds in the city of Mount Vernon.

**Section 1.** Section 1205 of the tax law, as amended by chapter 389 of the laws of 1986, is amended to read as follows:

#### **§ 1205. Imposition of tax on deeds in the city of Mount Vernon.**

1. Notwithstanding any inconsistent provision of law, there is hereby imposed in the city of Mount Vernon a tax on each deed by which any real property or interest therein is conveyed to a purchaser, when the consideration for such conveyance exceeds one hundred dollars.

2. The tax imposed by this section shall be administered, collected, and enforced by the city of Mount Vernon in accordance with the provisions of article thirty-one of this chapter and any local law enacted consistent therewith.

3. The city of Mount Vernon is hereby authorized to adopt local laws, rules, and regulations necessary to carry out the provisions of this section, including provisions relating to collection, administration, exemptions, and enforcement, provided such local laws are consistent with the provisions of this chapter.

#### §1205. Imposition of taxes on deeds in the city of Mount Vernon.

(a) Notwithstanding any provision of law to the contrary, the local governing body of the city of Mount Vernon, by the adoption and amendment of local laws, ordinances, or resolutions, may impose in such city and provide for the administration and collection of a tax on deeds by which real property is conveyed in such city in the manner set forth and as authorized in subdivision (b) of this section.

(b) There is hereby imposed in the city of Mount Vernon a tax on each deed by which any real property is conveyed (measured by the consideration or value of the interest or property conveyed) at a rate not to exceed one and one-half percent of such consideration or value with respect to all conveyances, provided that such city may allow deductions for any liens on such interest or property and may also allow an exemption not in excess of one hundred thousand dollars on the consideration or value of the interest or property conveyed. Provided, further, that such taxes shall not apply if the contract

for any such conveyance was made prior to September first, nineteen hundred eighty-four. Such taxes may be imposed on any conveyance or transfer of real property or interest therein by deed where the real property is located in such city, regardless of where transactions, negotiations, transfers of deeds, or other actions with regard to the transfer or conveyance take place, subject only to the restrictions contained in section twelve hundred thirty. The payment of and the filing of a return relating to any such taxes may be required as a condition precedent to the recording of a deed.

**Section 2.** This act shall take effect on the first day of the first month following the enactment of a local law by the city of Mount Vernon adopting the increased rate authorized by this act, provided that such local law has been duly filed in accordance with the office of the New York State Secretary of State in accordance with the Municipal Home Rule Law.

New Matter Underlined

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LOCAL LAW NO. \_\_ OF 2025

A LOCAL LAW OF THE CITY OF MOUNT  
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3. The city of Mount Vernon is hereby authorized to adopt local laws, rules, and regulations necessary to carry out the provisions of this section, including provisions relating to collection, administration, exemptions, and enforcement, provided such local laws are consistent with the provisions of this chapter.

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(b) There is hereby imposed in the city of Mount Vernon a tax on each deed by which any real property is conveyed (measured by the consideration or value of the interest or property conveyed) at a rate not to exceed one and one-half percent of such consideration or value with respect to all conveyances, provided that such city may allow deductions for any liens on such interest or property and may also allow an exemption not in excess of one hundred thousand dollars on the consideration or value of the interest or property conveyed. Provided, further, that such taxes shall not apply if the contract for any such conveyance was made prior to September first, nineteen hundred eighty-four. Such taxes may be imposed on any conveyance or transfer of real property or interest therein by deed where the real property is located in such city, regardless of where transactions, negotiations, transfers of deeds, or other actions with regard to the transfer or conveyance take place, subject only to the restrictions contained in section twelve hundred thirty. The payment of and the filing of a return relating to any such taxes may be required as a condition precedent to the recording of a deed.

**Section 2.** This act shall take effect on the first day of the first month following the enactment of a local law by the city of Mount Vernon adopting the increased rate authorized by this act, provided that such local law has been duly filed in accordance with the office of the New York State Secretary of State in accordance with the Municipal Home Rule Law.

New Matter Underlined  
Deleted Matter in Brackets [ ]



# 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 #:** 14.

### 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.**

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.

**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 -1828

**Agenda Date:** 12/23/2025

**Agenda #:** 15.

### 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.**

- 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.

**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](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 r 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 TFOR 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**

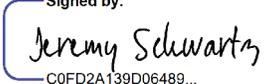
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

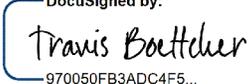
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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](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.

Sourcewell

Motorola Solutions, Inc.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer

DocuSigned by:  
  
 970050FB3ADC4F5...  
 By: \_\_\_\_\_  
 Travis Boettcher  
 Title: Corporate Vice President, Software  
 Sales & Go-to-market

Date: 9/5/2025 | 3:57 PM CDT  
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Date: 9/5/2025 | 1:56 PM PDT  
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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/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/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/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/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/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/comparison_manager_addendum.pdf)

[https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards\\_terms-conditions/authorized-sales-representative.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/flow-down-terms.html)  
[https://www.motorolasolutions.com/en\\_us/about/legal/motorola-solutions-customer-terms/software\\_policy.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](https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/Confidentiality-Terms.pdf)

# RFP 030425 - Public Safety Software

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## 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

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**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 *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<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><b>Flex's Track Record</b> 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"> <li>• We provide technical support in a timely manner - our current customer support response time has averaged less than one hour.</li> <li>• The Flex team is committed to enhancing and expanding our product offerings - with more than 50 integrated software modules.</li> </ul> <p><b>Investment in Public Safety Software</b> 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"> <li>• Roughly 25% of Flex annual revenue is reinvested into software development</li> <li>• Approximately 32% of the entire Flex team is dedicated to evolving the software</li> </ul> <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	What are your company's expectations in the event of an award?	Motorola looks forward to leveraging the Sourcewell contract for future CAD/RMS/JMS projects in the event of an award.
13	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. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</b>	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: <a href="http://investors.motorolasolutions.com/">http://investors.motorolasolutions.com/</a>
14	What is your US market share for the Solutions that you are proposing?	Currently, Motorola Solutions serves more than 3,500 customers across our Flex CAD and Records solutions.
15	What is your Canadian market share for the Solutions that you are proposing?	Motorola Solutions currently does not have market share in Canada for Flex.
16	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><b>Audited Financial Records</b> 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 <a href="http://www.sec.gov">www.sec.gov</a> or on our website:</p> <p><a href="https://investors.motorolasolutions.com/earnings-sec_filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec_filings/QuarterlyResults/default.aspx</a>. <a href="https://www.motorolasolutions.com/content/dam/msi/investors/doc_financials/2023/q4/msi_2023_10-k_final_021524.pdf">https://www.motorolasolutions.com/content/dam/msi/investors/doc_financials/2023/q4/msi_2023_10-k_final_021524.pdf</a></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	<p>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.</p>	<p>Criminal Justice Information System (CJIS) Certification and ISO Certifications are described in Table 5A: Value-Added Attributes, Line Item 44.</p>	*
19	<p>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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>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.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength.</p> <ul style="list-style-type: none"> <li>● Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020</li> <li>● Bloomberg 50 Companies to Watch in 2020, 2019</li> <li>● Government Technology GovTech 100, 2021</li> </ul>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>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.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Motorola Solutions is exclusively dedicated to community safety software, which we also provide to the education sector.</p>	*
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<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	<p>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?</p>	<p>N/A.</p>	*

**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	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><b>Software Maintenance and Support</b> 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><b>Toll-Free Hotline Support</b> 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><b>Help Desk Support</b> 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><b>Coverage Options</b> 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><b>Customer Success</b> 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><b>Example Activities Include:</b> -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 &amp; 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</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	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.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	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.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	If awarded, Motorola will not be serving the US territories through this agreement. Flex is currently not available in Canada.	*
35	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.	N/A.	*

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 *	
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<p>42</p>	<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><b>Experienced Instructors</b> 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><b>End User Training</b> 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><b>System Administrator Training</b> 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><b>Onsite Training Meeting</b> 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><b>Web-Based Training</b> 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"> <li>• Short video tutorials</li> <li>• Quizzes (customizable to reflect your agency's workflow)</li> <li>• Administrator audits and reports to ensure user accountability</li> <li>• Other tools to optimize learning</li> </ul> <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><b>Summit Conference - Additional Cost</b> 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"> <li>• Courses are organized according to specific module, or Flex product; for example, CAD, Mapping, Jail, and Response Plans.</li> <li>• Training targets System Administrators specifically, in addition to beginning, intermediate, and advanced users of the software.</li> <li>• In-depth discussion forums for administrators promote efficiency and help agencies realize the full value of the system.</li> </ul> <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>
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<p>43</p>	<p>Describe any technological advances that your proposed solutions offer.</p>	<p><b>Integrated Call Control</b>                  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><b>Motorola Astro Radio Location Integration</b>                  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><b>Rave Alert</b>                  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><b>RapidDeploy Eclipse Analytics</b>                  Motorola Solutions' RapidDeploy Eclipse Analytics provides dashboards for the analysis and reporting of PSAP call performance, benchmarking and statistics.</p>
<p>44</p>	<p>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>	<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>

<p>45</p>	<p>Describe your data backup and recovery solutions.</p>	<p><b>Flex Data Backup and Archiving</b>                  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"> <li>• System crash or hardware malfunction (any unplanned program termination due to a hardware or software failure resulting in data corruption).</li> <li>• Malware and Ransomware</li> <li>• Accidental or malicious deletion of information by users.</li> <li>• 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.</li> </ul> <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"> <li>• Scheduled backups that occur based on the RPO defined in the agency's business continuity plan.</li> <li>• Monitoring of the backup jobs with alerts setup to notify the system administrator when backup jobs fail.</li> <li>• Regular testing of the backups to ensure they are restorable and so the system administrator can practice the restoration process.</li> <li>• Enough storage space to meet retention requirements.</li> </ul> <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><b>Scheduling Backups</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Before and after OS or application updates.</li> <li>• After entering large amounts of data.</li> <li>• After any work is done on the system that would be difficult to recreate.</li> </ul> <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><b>Backup Media</b>                  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><b>Backup Logs and Monitoring</b>                  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><b>Types of Backups</b>                  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 be done as a full, incremental or differential backup. Scheduling of full, incremental or differential backups should be based on the RPO in your business continuity plan.</p> <p><b>Backup Strategies</b>                  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>
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		<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><b>Types of backup clients</b>                  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><b>Backing up data on your system</b>                  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><b>File Attachments</b> - 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><b>The Flex application</b> - 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><b>Operating System</b> - 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><b>Solutions II - Virtual Failover Solution</b>                  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><b>Failover Solution</b>                  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><b>How It Works</b>                  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"> <li>• Failover for all components of the Flex stack (Flex application, GIS, etc.)</li> <li>• Supports both Linux or Windows based Flex configurations</li> <li>• Automated disaster recovery failover</li> <li>• Planned migration and disaster avoidance</li> <li>• Automated failback</li> </ul> <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	<p>We Are Reducing the Environmental Footprint Of Our Operations</p> <p>-We have reduced our carbon footprint by 45% and our energy use by 28% since 2005.</p> <p>-In northern Illinois where we are headquartered, 40% of our electricity comes from renewable</p>

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	<p>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.</p>	<p>N/A.</p>
49	<p>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?</p>	<p>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.</p>

**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 checked="" 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"> <li>• Site license for all modules</li> <li>• System-wide access to all modules</li> <li>• Unlimited number of users</li> <li>• Unlimited number of devices</li> <li>• No price increases for extra licenses</li> <li>• Unlimited "print-only" or "view-only" access privileges for outside agencies</li> </ul> <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 &amp; 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 propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative 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
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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>
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**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)**

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<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"> <li>● Real-time call updates</li> <li>● Unit responses</li> <li>● Automatic alerts for wanted persons and dangerous locations</li> <li>● Customizable special instructions in question/answer format</li> </ul> <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><b>General Hub</b></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"> <li>● Centralized database</li> <li>● Central tables that cross-reference information system-wide</li> </ul> <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><b>Geographic Information Systems (GIS)</b></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><b>Rave Alert</b></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><b>Flex Suite Standard Subscription</b></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 &amp; 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 &amp; RMS can be sold as discrete standalone subscriptions, or together as a suite.</p> <p><b>Flex Subscription Hybrid Features</b> 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"> <li>1. Flex CAD Hybrid Features <ul style="list-style-type: none"> <li>● CAD Web Client</li> <li>● CommandCentral Responder CAD</li> <li>● Assist Map</li> <li>● Agency Alerting</li> <li>● Public   Private Incident Collaboration</li> </ul> </li> <li>2. Flex Records Hybrid Features <ul style="list-style-type: none"> <li>● Multi-Agency Search</li> </ul> </li> <li>3. Subscription Support Services <ul style="list-style-type: none"> <li>● Endpoint Security</li> </ul> </li> </ol>
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. Vertical location, indoor, outdoor Personnel, vehicles, controlled substances, equipment, etc. Evacuations, minor crime reporting, shelter in place, etc. SMS, push to talk, video, voice, etc. 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.) Data analytics to inform staffing, deployment, station location, budget, and other management decisions. CAD, RMS for law enforcement, fire, and EMS Digital and physical evidence management 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
<b>Addendum_12_Public_Safety_Software_RFP030425</b> Mon February 24 2025 04:31 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_11_Public_Safety_Software_RFP030425</b> Fri February 21 2025 08:25 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_Public_Safety_Software_RFP030425</b> Wed February 19 2025 02:57 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_9_Public_Safety_Software_RFP030425</b> Wed February 12 2025 04:18 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_8_Public_Safety_Software_RFP030425</b> Mon February 10 2025 10:04 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Public_Safety_Software_RFP030425</b> Mon February 3 2025 04:39 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_6_Public_Safety_Software_RFP030425</b> Fri January 31 2025 10:29 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Public_Safety_Software_RFP030425</b> Wed January 29 2025 03:58 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_4_Public_Safety_Software_RFP030425</b> Fri January 24 2025 11:47 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Public_Safety_Software_RFP030425</b> Tue January 21 2025 02:21 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_Public_Safety_Software_030425</b> Fri January 17 2025 03:35 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Public_Safety_Software_030425</b> 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
<b>Sub Total:</b>						<b>\$0.00</b>
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
<b>Grand Total</b>						<b>\$399,995.00</b>

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 10 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.

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

# Drone as First Responder

## How It Works

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.

**01**

**Call for service received.**



**02**

**Drone automatically responds.**



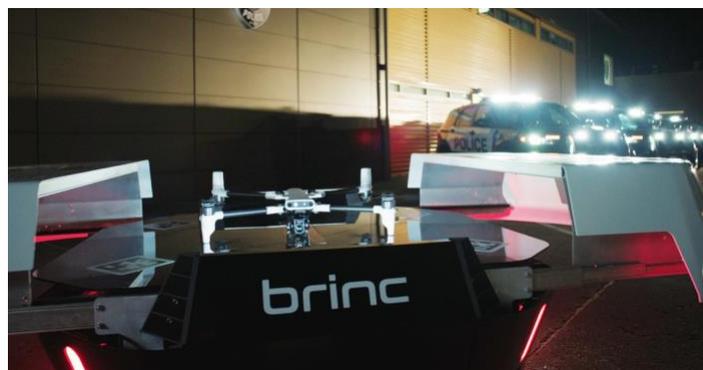
**03**

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



**04**

**Drone autonomously returns to Station and lands.**



# Measures of Success

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.

**70** seconds

Average on-scene visibility

**25%** of calls

Resolved without dispatching officers

**54%** quicker

Human response times as drones clear non-priority calls

**>700** public safety agencies

Fly BRINC drones

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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

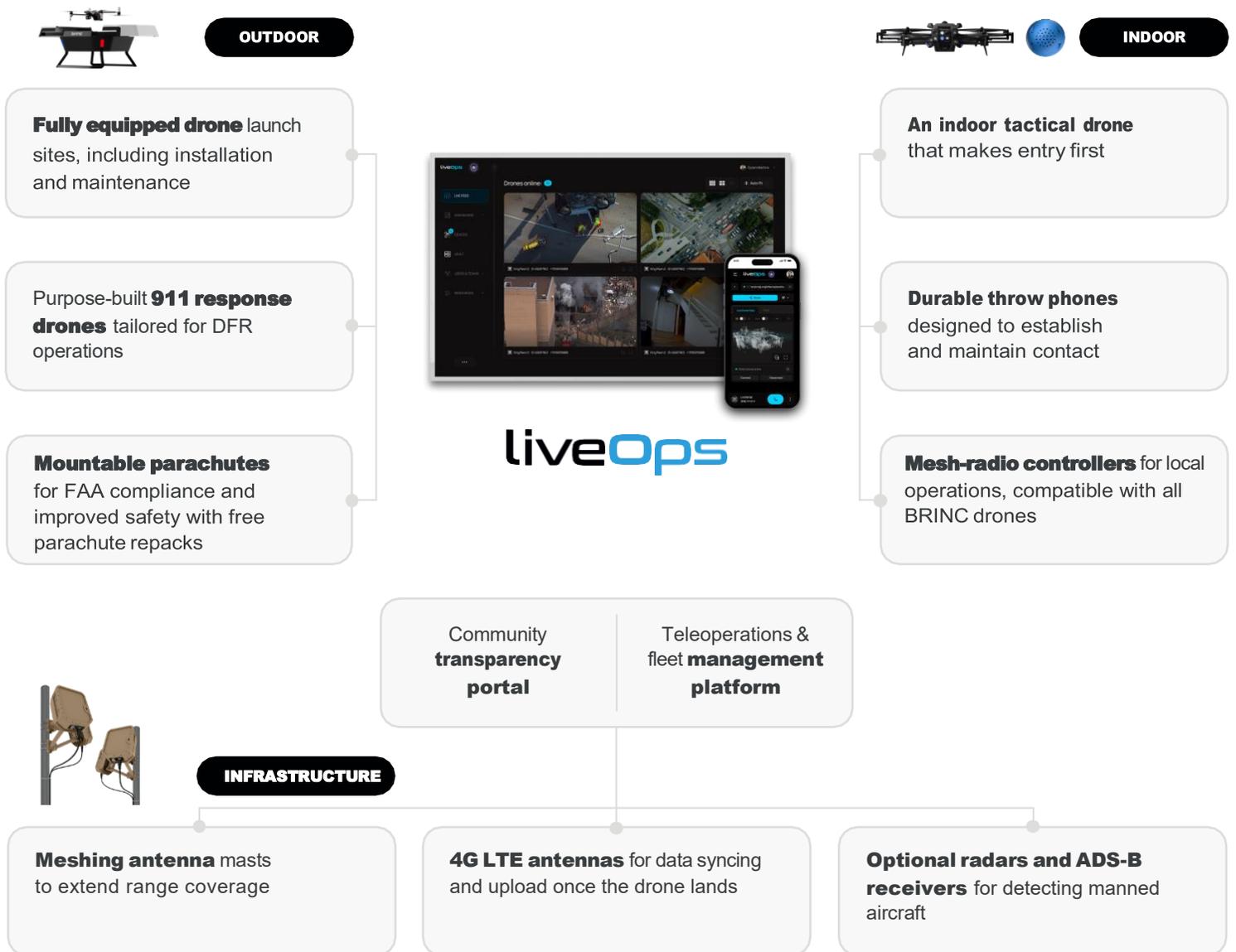


Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

# DFR Solution Overview

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

## INTEGRATED SOFTWARE SOLUTION



# 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.



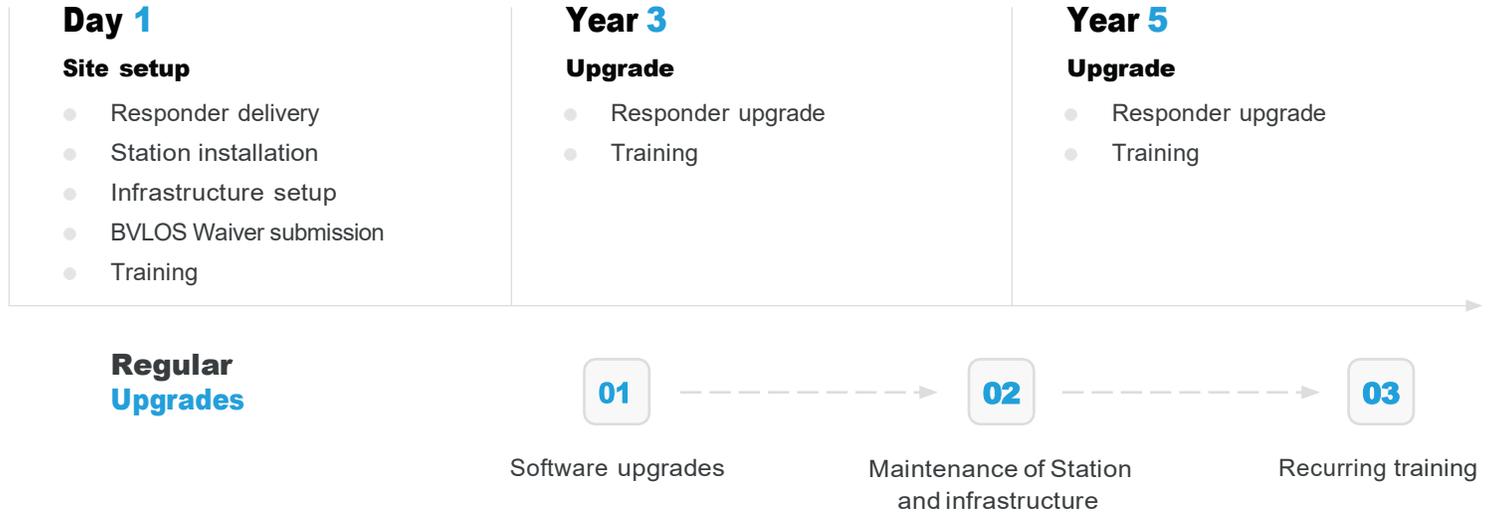
# Services

## 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



### 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
 <p>Battery swap due to age or performance</p>	 <p>Unlimited cellular data for your systems</p>	 <p>Unlimited payload mounts to deploy medical aid</p>
 <p>Prop swap due to age or performance</p>	 <p>Unlimited storage on LiveOps</p>	 <p>On-demand training</p>

## 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 ( $\geq 30$  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 ( $\geq 360$  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](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.

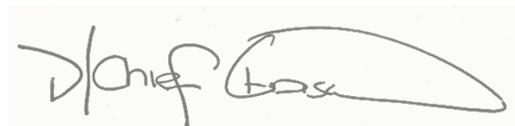
The agreement is available through an existing Sourcewell cooperative contract (030425-MOT) which streamlines procurement. As a result of this being available on Sourcewell, I am requesting an exemption to the traditional multiple quote competitive bidding process. In addition, this program has already 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 on a light background. The signature appears to read "D/Chief Addison" with a large, stylized flourish at the end.

Gregory Addison  
Deputy Chief