

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at

norwalkct.org/meetings



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Donna King at dking@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: October 13, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Discussion regarding pending litigation titled, City of Norwalk and City of Norwalk Redevelopment Agency vs. ILSR Owners, LLC and Wall St Opportunity Fund, LLC, Docket No. FST-CV18-6038249-S, which is currently pending in the Stamford-Norwalk Judicial District at Stamford. **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Purchasing Director to issue a purchase order to Tiger Corporation for the purchase of one (1) Tractor with Side Mount Rotary Mower for a sum not to exceed \$119,932.00. Account #09196030-5777-C0486, 09216030-5777-C0486.

B. HEALTH AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the 2021 CT. Department of Transportation Click it or Ticket Grant in the amount of \$10,000.00
- 1b. Authorize the Police Chief, Thomas E. Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the 2021 CT. Department of Transportation Click it or Ticket Grant pursuant to such grant funding.
- 2a. Authorize the Mayor Harry W. Rilling, to execute any and all documents necessary to enter into a Field Trial Agreement with Axon.
- 2b. Authorize the Police Chief Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement the Axon Field Trial program.

C. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. Approval of and Vote on Collective Bargaining Agreement Settlement. **EXECUTIVE SESSION**

- VIII. RESOLUTIONS FROM COMMON COUNCIL
- IX. MOTIONS POSTPONED TO A SPECIFIC DATE
- X. SUSPENSION OF RULES
- XI. ADJOURNMENT

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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**CITY OF NORWALK
COMMON COUNCIL
OCTOBER 13, 2020
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 7:32 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King read the announcement and called the Roll:

The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Nicholas Sacchinelli
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Diana Revolus	Ms. Darlene Young
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were 15 (fifteen) Common Council member present. A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: September 22, 2020

**** MS. SHANAHAN MOVED TO APPROVE THE MINUTES AS PRESENTED**
**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEORODRIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

III. PUBLIC PARTICIPATION

No members of the public wished to speak this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS:

City of Norwalk
Common Council
October 13, 2020
Via Teleconference
Page 2

John Levin, Conservation Commission

**** MR. KEEGAN MOVED TO APPROVE THE APPOINTMENT OF MR. LEVIN TO THE CONSERVATION COMMISSION**

Mr. Keegan spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEORODRIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

REAPPOINTMENTS:

There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling announced the passing of Tony Mobilia last Friday. He said Mr. Mobilia was a true man of service and said it was his pleasure to appoint and re-appoint him to the Harbor Management Commission. Mayor Rilling offered his condolences and asked for a Moment of Silence.

Due to the uptick of COVID-19 cases, Mayor Rilling sent out a Code Red message today urging residents to continue efforts to flatten the curve. He urged residents to continue to practice social distancing, wear masks, wash hands frequently, use hand sanitizers and avoid large crowds.

On October 14, 2020, the CT Food bank will once again distribute free meals from 10:00 am to 2:00 PM at Veterans Park. He noted there is food insecurity in Fairfield County.

All registered voters received absentee ballot applications from the Office of the Secretary of States. Forms may be mailed back to the Town Clerk's Office or dropped off at one of the three secure drop boxes located in City Hall, Main Public Library and Police Station.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Ms. Smyth did not have specific comments.

B. CONSENT CALENDAR:

**** MR. KYDES MOVED THE FOLLOWING CONSENT CALENDAR:**

**VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS A.
CORPORATION COUNSEL**

**1. AUTHORIZATION TO SETTLE CLAIM: POLITO, SHARON V. CITY
OF NORWALK, ET AL, DOCKET NUMBER FST-CV19-6039869-S.
EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

**1. AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE
SOURCE PURCHASE ORDER TO CARGILL SALT, ROAD SAFETY
FOR TREATED ROAD SALT FOR SNOW AND ICE CONTROL,
PRICING NOT TO EXCEED \$82.00 PER TON FOR NORMAL AND
AFTER- HOUR DELIVERIES EFFECTIVE FOR THE 2020-2021
WINTER SEASON. ACCOUNT NO. 01 40 25 5322**

**2. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE
ORDER TO GABRIELLI TRUCK SALES, MILFORD, CT FOR THE
PURCHASE OF ONE (1) 2020 FORD SUPER DUTY F250 XL REGULAR
CAB FOR A PRICE NOT TO EXCEED \$39,799.00. ACCOUNT NO. 09 21
4120 5777 C0650**

**3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE
ANY AND ALL NECESSARY DOCUMENTS FOR LOCAL
TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM (LOTICIP)
GRANT STATE PROJECT L102-0004 - EAST WALL STREET –
LANDMARK SQUARE SAFETY, ACCESSIBILITY AND STREETScape
IMPROVEMENT PROJECT.**

**4. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION
OF SEPTEMBER 8, 2020, ITEM VII.A.5A AND 5B. TO ADD ACCOUNT
DESIGNATED FOR PROJECT DRG2020-1 ON-CALL DRAINAGE
IMPROVEMENTS AT VARIOUS LOCATIONS, ACCOUNT NUMBER: 09
21 4021 5777 C0021.**

**A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF NORWALK AND M.**

RONDANO, INC. FOR PROJECT DRG2020-1 ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$954,320.00.

ACCOUNT NO. 09 10 4027 5777 C0302 09 20 4027 5777 C0302 09 21 4027 5777 C0302 09 18 4021 5777 C0021 09 19 4021 5777 C0021 09 20 4021 5777 C0021 09 19 4021 5777 C0318 09 21 4021 5777 C0318 09 21 4021 5777 C0021

B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON THE CONTRACT WITH M. RONDANO, INC. FOR PROJECT DRG2020-1 ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$95,500.00. ACCOUNT NO 09 10 4027 5777 C0302 09 20 4027 5777 C0302 09 21 4027 5777 C0302 09 18 4021 5777 C0021 09 19 4021 5777 C0021 09 20 4021 5777 C0021 09 19 4021 5777 C0318 09 21 4021 5777 C0318 09 21 4021 5777 C0021

5. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GABRIELLI TRUCK SALES OF MILFORD, FOR THE PURCHASE OF ONE (1) 2020 MACK GR42FR PLOW TRUCK FOR A SUM NOT TO EXCEED \$231,864.00. ACCOUNT NO. 09 20 4031 5777 C0313 09 21 4031 5777 C0313

6. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GABRIELLI TRUCK SALES OF MILFORD, FOR THE PURCHASE OF THREE (3) 2021 F-550 CHASSIS AND REGULAR CAB FOR A SUM NOT TO EXCEED \$180,381.00. ACCOUNT NO. 09 21 4031 5777 C0313

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE 1ST AMENDMENT TO THE CONTRACT WITH WSP USA INC. FOR STATE PROJECT 102-360 TRAFFIC SIGNAL UPGRADE AND INSTALLATION OF DYNAMIC MESSAGE SYSTEMS FOR AN AMOUNT NOT TO EXCEED \$20,800.00 ACCOUNT NO. 09 16 4021 5777 C0232 09 20 4120 5777 C0232

B. HEALTH AND PUBLIC SAFETY COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FOR THE IMMUNIZATION ACTION PLAN (IAP) PROGRAM IN THE AMOUNT OF \$804,473 FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2024.

1B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE IMMUNIZATION ACTION PLAN (IAP) PROGRAM FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2024. 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A LICENSE AGREEMENT WITH FAIR & IMPARTIAL POLICING, LLC (FIP) FOR TRAINING SERVICES AND RELATED MATERIALS FOR USE IN IMPLICIT-BIAS AWARENESS TRAINING PROGRAM.

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SALAMONE & ASSOCIATES, P.C. FOR THE BRIEN MCMAHON HIGH SCHOOL INDOOR AIR QUALITY DESIGN SERVICES FOR A TOTAL NOT TO EXCEED \$12,960.00. ACCT. #0920 5010 5777 C0655.

1B. AUTHORIZE THE NORWALK PUBLIC SCHOOLS FACILITIES DEPARTMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$2,500.

D. FINANCE AND CLAIMS COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: OCTOBER 8, 2020

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: SEPTEMBER 2020

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEORODRIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

VII. COMMON COUNCIL COMMITTEES

D. FINANCE AND CLAIMS COMMITTEE

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: OCTOBER 8, 2020

Mr. Burnett explained that the Common Council authorized a grace period for the July 2020 tax bill collection from August 1st to October 1st. No interest would be charged if paid by October 1st.

Ms. Biagiarelli said they were concerned about how this would go, but the State of Connecticut allowed municipalities to either extend the date or charge a lower interest rate. Norwalk tried to make it as easy as possible for the taxpayers. The collection rate was lower for that period because they offered the longer grace period.

Through October 7th, they collected \$180 million which is slightly less than they collected during the same period last year. Ms. Biagiarelli said they were comfortable that the grace period accomplished what they hoped it would and did not put the City at risk. Mr. Dachowitz added that Ms. Biagiarelli has been tracking this since March. He said that collection rate this year is up by \$6.5 million and that he feels comfortable that the extension of the grace period accomplished its goal. He added that the revenues are holding up as hoped.

Ms. Biagiarelli said she opened the tax collection window to the public. She said she plans to move it inside after the election, due to the cold weather. She said they tried to make payments as convenient as possible for the tax payers. Ms. Biagiarelli said they will be sending delinquent notices later this month.

Mr. Burnett thanked Ms. Biagiarelli and her team for coming up with the innovative solution of opening the window for tax payments.

Mr. Livingston asked about the status of non-payments. Ms. Biagiarelli said it was too early to tell. Mr. Dachowitz said he expects the historical tax collection rate to be achieved. He noted the uptick in Covid cases and said he did not know how that would impact the City.

Mayor Rilling thanked Ms. Biagiarelli and her staff for working while City Hall was closed to the public. He also thanked Mr. Dachowitz.

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. **SUSPENSION OF RULES**

There were none this evening.

XI. **ADJOURNMENT**

**** MS. SHANAHAN MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

There was no further business and the meeting was unanimously adjourned at 7:59 p.m.

ATTEST: _____
Donna King, City Clerk

September 16, 2020

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #4054

Tractor with Side Mount Rotary Mower

Thank you for your response to our bid. The following pages are a summary of the responses received.

FIRM	Electronic Submission (Attached)	Hard Copy Submission	Total Cost
Tiger Corporation	Yes	Yes	\$119,932.00
Bacher Corp. of Connecticut	Yes	Yes	\$141,443.00

VII

***Norwalk Police Department
Professional Standards Unit***

Memo

To: Common Council

From: Lieutenant Thomas Roncinske Jr.

Date: October 16, 2020

Re: Fiscal Year 2021 CT. Department of Transportation Click it or Ticket Grant Authorization

With the 2021 CT. Department of Transportation Click it or Ticket Grant Norwalk is allocated \$10,000.00 under this program. There is a no matching funds requirement. The funds will be used for high visibility selective enforcement patrols. The authorizations requested are as follows:

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the 2021 CT. Department of Transportation Click it or Ticket Grant in the amount of \$10,000.00
2. Authorize the Police Chief, Thomas E. Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the 2021 CT. Department of Transportation Click it or Ticket Grant pursuant to such grant funding.

Memo

To: Health and Public Safety Committee

From: Deputy Chief Susan Zecca

Date: October 20, 2020

Re: Common Council Authorization

The Police Department is researching and testing Axon body camera and dash camera solutions to comply with the Police Accountability Bill. In order to test new equipment and software, we need to enter into a Field Trial Agreement with Axon.

The authorizations are as follows:

2. Authorize the Mayor Harry W. Rilling to execute any and all documents necessary to enter into a Field Trial Agreement with Axon.
- 2a. Authorize the Police Chief Thomas Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement the Axon Field Trial program.



Field Trial Agreement

+This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Trial Kit(s) identified in this Agreement to your law enforcement agency ("Agency") on loan and free of charge for a trial and evaluation of the Trial Kit by Agency.¹ The Trial Period is 30 days unless extended by Axon.

1. Trial Kit. The Trial Kit may include the following:

- Qty. _____ 74016 – Axon Body 2 T&E Kit
- Qty. _____ 70042 – Axon Body 2 Dock, Single Camera Bay
- Qty. _____ 70043 – Axon Body 2 Dock, 6-Camera Bay
- Qty. _____ 73210 – Axon Body 3 T&E Kit
- Qty. _____ 74213 – Axon Body 3 – 1 Bay Dock, T&E
- Qty. _____ 74212 – Axon Body 3 – 8 Bay Dock, T&E
- Qty. _____ 11530 – Axon Flex 2 T&E Kit
- Qty. _____ 11541 – Axon Flex 2 Single-Bay Dock
- Qty. _____ 11542 – Axon Flex 2 Six-Bay Dock
- Qty. _____ 20025 – TASER 7 CEW
- Qty. _____ 20026 – TASER 7 Dock
- Qty. _____ 80088 – TASER 7 T&E Target
- Qty. _____ 11007 – X26P CEW T&E Kit
- Qty. _____ 22004 – X2 CEW T&E Kit
- Qty. _____ 71089 – Axon Fleet 2 Kit
- Qty. _____ 11524 – Axon Signal
- Qty. _____ 11559 – T&E, PPM, Signal
- Qty. _____ 71043 – Axon Signal Sidearm
- Qty. _____ Axon Evidence (Evidence.com)
- Qty. _____ Fleet in a Box
- Qty. _____ Trial - Axon Redaction Assistant
- Qty. _____ Trial – Axon Performance
- Qty. _____ Trial – Axon Auto-Tagging
- Qty. _____ Trial - Axon Citizen for Communities
- Qty. _____ Trial – Axon Aware +
- Qty. _____ Trial – Axon Air License
- Qty. _____ 20209 - TASER 7 CQ T&E Handle Kit
- Qty. _____ 50031 - T&E - Axon Interview Mobile Kit
- Qty. _____ 20269 - VR Empathy Development Training T&E Kit

Axon may limit the number of Trial Kits Agency receives. Axon may supply a refurbished Trial Kit. Axon's warranty, limitations and releases for the Trial Kits is applicable and available on Axon's website at www.axon.com/legal.

2. Agency Obligations. Agency agrees to only use the Trial Kit for trial and evaluation purposes and will not: (a) reproduce or modify the Trial Kit; or (b) rent, sell, lease or otherwise transfer the Trial Kit. Agency agrees to comply with all Axon training materials regarding the Trial Kit during the Trial Period. For Trial Kits that contain a conducted energy weapon ("CEW"), Agency agrees that every employee or agent that carries, uses, or deploys the CEW during the Trial Period will have: (a) obtained certification as a TASER CEW user or instructor; and (b) completed any training specific to the CEW model by utilizing the current TASER CEW lesson plan. Upon request by Axon, Agency agrees to cooperate and participate in a case study involving the Trial Kit and Agency's use of the Trial Kit. Agency agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials. If Agency's trial includes Axon Fleet, and Agency is using wireless offload, then Agency is responsible for providing either a cellular SIM card or wireless network at Agency. For use of Axon Performance, Axon may need to access and store Agency's call for service records.

3. Return of Product. Agency agrees to return the Trial Kit to Axon within 10 days after the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Kit is not returned to Axon at the end of the Trial Period, Axon will invoice Agency the MSRP of the unreturned items in the Trial Kit(s). Agency agrees to pay the invoice along with any applicable taxes and shipping. Agency will return the Trial Kit to Axon in good working condition, normal wear and tear excepted. Axon may charge Agency if there is damage beyond normal wear and tear.

Before Agency returns the Trial Kit, it is Agency's responsibility to download any data and keep a backup copy of the data. All data stored in the Trial Kit will be erased upon receipt of the Trial Kit by Axon. Agency will return the Trial Kit to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. Within 30 days of the Trial Period ending, Agency may request Axon make available to Agency for download Agency data that Agency uploaded to Axon Evidence during the Trial Period. During the 30 days following this request, Agency may retrieve its data from Axon Evidence. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Axon Evidence and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Trial Kit. Agency will not directly or indirectly cause any proprietary rights to be violated.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

B. Entire Agreement. This Agreement, including the attached Axon Evidence Terms of Use Appendix, Axon Auto-Tagging Appendix, and Axon Aware Appendix (to the extent such appendices are applicable), contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Trial Kit are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

ACCEPTED and AGREED as of _____, 2020

Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____ E-mail: _____

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

CradlePoint is a trademark of CradlePoint, Inc. AXON, Axon, Axon Evidence, Axon Flex, Fleet, X2, X26, TASER 7, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2020 Axon Enterprise, Inc.

Axon Evidence (Evidence.com) Terms of Use Appendix

- 1 **Definitions.**
"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within a Customer's tenant. Agency Content includes Evidence but excludes Non-Content Data.
"Axon Devices" means physical devices from Axon, including TASER Smart Weapons and Cartridges, Axon Docks, Axon Cameras, and Axon Signal.
"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Agency Content.
"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Products and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 2 **Access Rights.** Agency will have access and use of Axon Evidence for the storage and management of Agency Content during the Trial Period.
- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 5 **Data Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 7 **Suspension of Axon Evidence Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, in accordance with the following: the Agency or an end user's use of or registration for the Axon Evidence Services (i) poses a security risk to the Axon Evidence Services or any third party, (ii) may adversely impact the Axon Evidence Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent. Axon will not delete any of Agency Content on Axon Evidence as a result of a suspension, except as specified elsewhere in this Agreement.
- 8 **License Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
8.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
8.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
8.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
8.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
8.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
8.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
8.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

- 2 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 2.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 2.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 2.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 2.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 2.5. Promptly install and implement any and all software updates provided by Axon;
 - 2.6. Ensure that all appropriate data backups are performed;
 - 2.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 2.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 2.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 2.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

- 3 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Field Trial Agreement

Axon Aware Appendix

- 1 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs. In the event Agency does not stop using Axon Aware at the end of the Trial Period, Axon may charge Agency for continued use.
- 2 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 3 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.