

Public Safety and General Government Committee of the Common Council

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Members of the public who wish to view the meeting, but are not participating, can also view the live meeting using the Zoom meeting platform by clicking on the "**View/Participate Live on Zoom**" link. **Some meetings** can also be viewed live on the City of Norwalk YouTube channel by clicking on "**View Only Live on Youtube**". This stream is delayed by approximately 20 seconds, and not every meeting is streamed live to Youtube.



Members of the public who wish to provide public comment are encouraged to submit those comments to the meeting staff person (mdeluca@Norwalkct.org) 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.

Public Safety and General Government Committee of the Common Council

December 28, 2023, 7:00pm VIA Zoom

Meeting Agenda

- I. Call to Order
- II. Roll Call
- III. Public participation
- IV. Acceptance of minutes- September 28, 2023 (note: October 26 and November 23 meetings were cancelled)
- V. New Business

Fire Department- No action item

Fire Department- Emergency Management

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, applications and amendments as may be necessary with Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security (DESPP/DEMHS) for participation in the Emergency Management Grant Program (EMGP) and regional homeland security planning and funding activities.
2. Authorize Mayor Harry W. Rilling to sign Mutual Benefit and Use Agreement (MBUA) forms to utilize the following State of CT contracts, as needed, in the event of large- scale disaster responses that provide the opportunity for FEMA reimbursement.

Disaster Debris Response and Management Services

- a. Approved Vendor: AshBritt
- b. State of CT Contract #: 22PSX 0119

Disaster Debris Monitoring Services

- c. Approved Vendor: TetraTech
- d. State of CT Contract #: 22PSX 0118

Police Department

1. Authorize the Mayor, Harry W. Rilling to enter into a Memorandum of Understanding with the Fairfield County Chief of Police Association to be a member of the Fairfield County Mutual Police Assistance Compact (Fairfield County Blue Plan)

2. Authorize the purchasing agent Sharon Connors to issue a purchase order to Interaction Insight Corporation for the sole source, under GSA Contract # GS-35F-0415V for the purchase and installation of the phase 2 Eventide NexLog 740 (phase 2 Motorola P25 AIS Integration) call recorder system in the amount of \$80,258.74 from account #09193610 5777 c 0615
3. Authorize the purchasing agent Sharon Connors to issue a purchase order to the sole source and bidder, Cirmozo Group LLC, for the purchase of FyrstCert software designed to digitally track signatures and digital records of the State of Connecticut Police Officer Standard Training Council RT50 forms at the rate of \$8,310.40 for the first year (205 users at \$41.88 = \$8,585.40 and annual instruction at \$225) with anticipated reoccurring cost in the following fiscal year at approximately \$6,275.40
4. Authorize the Mayor, Harry W. Rilling to enter into a Memorandum of Understanding with Matthew Nittoly, Executive Director of the Side-by-Side Charter school to the have the Norwalk Police Department provide School Resource Officer program and services.

Personnel and Labor Relations

1. The City is requesting the Common Council's authorization and approval to implement the Non-Unit Personnel Benefits and Compensation Policy, as well as the Ordinance Salary Schedule.

This policy codifies the benefits and compensation for Ordinance employees in one central policy, as well as allows for the 2.35% increase retroactive to July 1, 2023.

The adjustment to this salary schedule is consistent with the pay rate adjustments received by the city's unionized workforce. There are currently twenty four (24) employees covered by this salary schedule and the increases were allocated in the approved budget for FY23.

VI. Discussion

VII. Adjournment

Next Meeting: January 25, 2024 at 7:00p

**CITY OF NORWALK
PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE OF THE COMMON
COUNCIL
REGULAR MEETING
SEPTEMBER 28, 2023**

Attendance: Jenn McMurrer, Chair; Josh Goldstein; Diana Revolus

Absent: Heidi Alterman; Bryan Meek; Nicol Ayers; Edwin Camacho

Staff: Michele DeLuca, Deputy Director Emergency Management; Chief James Walsh, Police Department; Deputy Chief Melissa Evans; Asst. Chief Mark Conte, Fire Department

I. WELCOME AND ROLL CALL

McMurrer called the meeting to order at 7:02PM.

II. ROLL CALL

Ms. McMurrer called the roll.

III. PUBLIC PARTICIPATION

Diane Lauricella-21 Little Fox Lane

Ms. Lauricella said she has a long-time relationship with the fire department and cares about the work they do and tonight the committee will be voting on \$400,000 in improvements to the property and said before that kind of money is expended, maybe the time has come to look at a different building that can accommodate the newer bigger equipment etc. She said a lot of money was expended within the last 10-12 years on interior renovations. She said there may be other buildings in East Norwalk that could become a newer and better version and asked if any alternative sites were looked and if green architecture and infrastructure planning was looked at because these are the types of things she would like to be looked at every time there is any building renovation or construction plans but before them.

IV. ACCEPTANCE OF MINUTES- JULY 27, 2023 (NOTE: AUGUST 24TH MEETING WAS CANCELLED)

**** MR. GOLDSTEIN MOVED TO APPROVE THE MINTUES AS SUBMITTED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Fire Department

V. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A FUNDING AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY TO RECEIVE \$400,000 OF FUNDS FROM THE THIRD TAXING DISTRICT TO BE USED TO MAKE IMPROVEMENTS TO LEASED PROPERTY AT 56 VAN ZANT STREET NECESSARY TO ACCOMMODATE NEW FIRE APPARATUS.

Asst. Chief Conte provided an overview of the project and clarified that the Third Taxing District owns the building, and the city leases it and he had approached them about renovating the floor and they will be funding the \$400,000 for the renovation and he is just managing the project. He said there is currently an RFP out for engineering services that is due back October 16th and the project will include renovating the entire floor and will be flush with the original floor and will have a capacity rating that will accommodate the engine company. Mr. Goldstein asked if the Third Taxing District voted to allocate the funds or is it subject to the committee's approving this. Asst. Chief Conte said that he had attended several meetings earlier this year and they had voted in April to fund the project, so it was completely funded as of July 1, 2023. Mr. Goldstein asked what the timeline of the project is. Asst. Chief Conte said once the RFP for the engineering services closes, he will go out to bid for the contractor and are hoping to have it completed in two to three months, and during the construction the engine will be relocated to the Apparatus Maintenance garage as has been done in the past. Ms. McMurrer asked what the scope of the project is outside of the flooring. Asst. Chief Conte said the scope of the project consists of just replacing the floor that is underneath the apparatus and all of the utilities are on the side of the building and there is already an existing drain on the floor which they will reconnect. Ms. McMurrer asked how the calls would be handled during construction. Asst. Chief Conte said they will still answer their calls and there will always be coverage.

**** MR. GOLDSTEIN MOVED TO APPROVE THE ITEM AS SUBMITTED.**

**** THE MOTION PASSED UNANIMOUSLY.**

VI. DISCUSSION

- **October 21- Touch-A-Truck/Open House**

Ms. McMurrer said that October 21, 2023, is the Touch- A -Truck and open house event and thanked everyone involved. Ms. Deluca said the event will be expanded this year to include other city departments and focus on the programs that they offer to residents.

- **Police Department- Behavioral Health Unit**

Chief Walsh said the intention when the Behavioral Health unit was started was to divert traditional law enforcement resources away from calls such as better suffering from emotional disorders and steer those calls to individuals that are best suited to handle those kinds of situations such as social workers and clinicians who are specially trained. He said from October 1, 2020 to October 1, 2021, the police department responded the 633 calls for emotionally disturbed persons and psychiatric police assist type calls, and from October 1, 2021, to October 1, 2022, there were 518 calls, and from October 1, 2022, to October 1, 2023, the police department had responded to 374 calls so there has been a significant drop in the calls that the patrol unit has had to respond to for psychiatric and emotionally disturbed calls for service. He said the behavioral health unit is

averaging 35-40 calls per month and has differed close to 400 calls or initiated since they had initiated the unit, so it has been effective. Mr. Goldstein said this is incredibly important and said there are currently 1 ½ full-time behavioral social workers and are now upgrading to two asked when the department will start to work with two fulltime behavioral social workers and if there will be any fluctuation in the numbers such as a decrease in how many call the patrol unit will take as a result of the increase. Chief Walsh said the interview process was held last week but has not onboarded them as of yet and is hoping to continue this pattern and see a decline. Ms. Revolus asked if the behavioral health unit has helped to alleviate the initial work needed for the police when dealing with someone who is truly in need of mental health services or does is still cause some initial need that is cumbersome for the police department. Chief Walsh said the data has shown a drop in calls for service for patrol.

VII. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:30PM.

Respectfully submitted,
Dilene Byrd

MEMO



To: Common Council, Public Safety and General Government Committee

From: Michele DeLuca, Deputy Director, Emergency Management

RE: Blanket Resolution with CT DESPP/DEMHS

DATE: November 27, 2023

The State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management/Homeland Security (DESPP/DEMHS) requests that each municipality submits a blanket resolution which authorizes the Chief Elected Official in every town to sign annual Emergency Management Performance Grant (EMPG) applications and related paperwork, as well as documents related to regional planning and funding activities.

The State of CT provides a template Blanket Resolution for towns can adopt. Approximately half the municipalities in CT have adopted this template, while the remaining communities, including Norwalk, either modify the template or write their own.

The blanket resolution is approved by the authorizing governing body, in our case the Common Council, and stays in place for the duration of the Chief Elected Official's time in office. The current blanket resolution was approved by the Common Council on 12/10/2013. While the existing document can continue to be used, after 10 years the language could be clearer and more efficient.

The updated blanket resolution is below and has been reviewed by Corporation Counsel.

Blanket Resolution, updated for 2023

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, APPLICATIONS, OR AMENDMENTS AS MAY BE NECESSARY WITH THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES/PUBLIC PROTECTION, DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY (DESPP/DEMHS) FOR PARTICIPATION IN THE EMERGENCY MANAGEMENT GRANT PROGRAM (EMGP) AND REGIONAL HOMELAND SECURITY PLANNING AND FUNDING ACTIVITIES.

Respectfully submitted,

Michele DeLuca

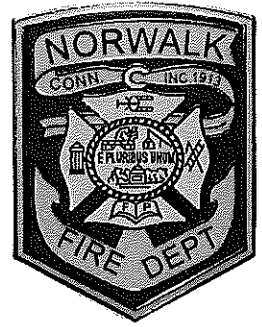
MEMO

To: Common Council, Public Safety and General Government Committee

From: Michele DeLuca, Deputy Director- Emergency Management

RE: Common Council Authorization

DATE: December 18, 2023



Background:

Pre-Positioned Debris Management Contracts offer valuable extra layer of protection in the event of an emergency. They allow for pre-planning and preparation, address procurement, contracting, payment, and operations questions and expedites the recovery efforts and restores normalcy. While the City can manage required debris removal and monitoring activities for smaller and moderate sized storms, local resources may be overwhelmed for a large scale response.

Municipalities can sign Mutual Benefit & Use Agreements (MBUA) with the vendors who hold the State's contracts for Disaster Debris Management Services (AshBritt) and Debris Monitoring (Tetrattech). Having signed MBUAs with AshBritt and TetraTech provides a level of redundancy and support for these critical services, should the City need them and helps ensure a faster mobilization of resources. Debris management and monitoring costs are eligible expenses under FEMA's Public Assistance (PA) program.

This action was previously approved at the July 26, 2022 Common Council meeting, however the State Contracts with Ashbritt and Tetrattech were renewed and assigned new contract numbers. As a result the MBUAs were also updated with the new contract numbers.

Action Item:

Authorize Mayor Harry W. Rilling to sign Mutual Benefit and Use Agreement (MBUA) forms to utilize the following State of CT contracts, as needed, in the event of large- scale disaster responses that provide the opportunity for FEMA reimbursement.

Disaster Debris Response and Management Services

- *Approved Vendor: AshBritt*
- *State of CT Contract #: 22PSX 0119*

Disaster Debris Monitoring Services

- *Approved Vendor: TetraTech*
- *State of CT Contract #: 22PSX 0118*

Disaster Debris Response and Management Services- DAS Contract Award #22PSX0119

AshBritt provides for clearing, collecting and transporting debris, establishing and operating temporary debris management sites, and ensuring ultimate recycling or disposal of debris.

State of Connecticut Contract Services-

- Emergency Push Services
- Demolition of Structures
- ROW Collection Uncontaminated Vegetative Debris (ROW= Right of Way)
- ROW Removal/Processing/Disposal of Hazardous Limbs, Trees, & Stumps
- ROW Collection/Disposal of Non-Asbestos Containing C&D
- ROW Collection/Disposal of Electronic Waste
- ROW Collection/Disposal of Household Hazardous Waste
- ROW Collection/Disposal of White Goods
- DMS Site Management

Debris Monitoring (Reimbursement Documentation) -DAS Contract Award 22PSX0018

TetraTech provides for monitoring of debris removal operations and debris site management. The monitoring contract also provides comprehensive oversight, guidance and documentation services. This monitoring is required to receive potential federal reimbursement for disaster debris management expenditures under FEMA Public Assistance programs.. Most communities don't have the resources available to meet FEMA's increasing and complex documentation requirements

Debris removal costs will likely be the most expensive aspect of recovery. Documentation is critical –Audits are inevitable.

State of Connecticut Contract Services-

- Truck Certification
- ROW Collection Monitoring
- Disposal Monitoring
- Tracking and Reporting
- Specialized Program Documentation
- Invoice Reconciliation & Close Out

MUTUAL AGREEMENT
to Accept Contract Terms and Conditions Regarding
Disaster Debris Monitoring Services

Effective Date: _____

I. DESCRIPTION

The City of Norwalk, Connecticut ("CLIENT") hereby agrees to retain Tetra Tech, Inc. ("CONTRACTOR") to perform disaster debris monitoring services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and the State of Connecticut, Department of Administrative Services for disaster debris monitoring services, Contract No. 22PSX0118, dated October 1, 2023. Such contract shall also include all current and future amendments.

II. CLIENT AND CONTRACTOR CONTACTS

Ms. Michele DeLuca
Deputy Director, Emergency Management
Norwalk Fire Dept- Office of Emergency Management
121 Connecticut Avenue
Norwalk, CT 06854
W) 203-854-0238 | C) 203-722-1928
mdeluca@norwalkct.gov

Ms. Betty Kamara
Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
c) 407-803-2551
TDR.Contracts@tetrattech.com

III. REQUIREMENT

Insurance: Before commencing performance, CONTRACTOR shall obtain and maintain at its own cost and expense for the duration of the project, the following insurance:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Performance Bond: Not Required.

IV. PAYMENT

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by CONTRACTOR's Billing Rates. Payment terms are net forty-five (45) days. Under no circumstances shall payment of CONTRACTOR's invoices be contingent on reimbursement of CLIENT by any third-party authority or funding source.

Payment shall be made to the following address: Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642

Please acknowledge CLIENT's acceptance of the State of Connecticut, Department of Administrative Services contract terms and conditions by having an authorized representative of CLIENT sign below.

APPROVED BY
CITY OF NORWALK, CONNECTICUT:

APPROVED BY
TETRA TECH, INC.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Jonathan Burgiel
Title: Business Unit President
Date: _____

ATTACHMENTS:

Exhibit A: Connecticut RFP No. 22PSX0118

Exhibit B: Connecticut Contract No. 22PSX0118

MUTUAL BENEFIT AND USE AGREEMENT

WHEREAS, it is foreseen that it may be in the public's interest to provide for the expedient removal of storm debris resulting from a storm or manmade event within the corporate limits of City of Norwalk, CT.; and

WHEREAS, the immediate recovery of the City of Norwalk, CT. and the health and safety of its citizens is a major concern and a primary priority for recovery; and

WHEREAS, the City of Norwalk, CT. has a community interest with the State of Connecticut with respect to the emergency debris removal that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, the State of Connecticut has selected through a competitive process a firm proficient in providing debris removal; and

WHEREAS, the City of Norwalk, CT. has reviewed the solicitation, proposal, and evaluation related to the selection of AshBritt, Inc. by the State of Connecticut and endorses with the procurement process and the resulting selection; and

WHEREAS, the City of Norwalk, CT. has reviewed the Contract for Disaster Debris Response and Management Services between the State of Connecticut and AshBritt, Inc., Agency Document #22PSX0119, and has found the scope of services, prices, terms and conditions as set forth in this Contract to be reasonable, acceptable and of benefit to its citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, the City of Norwalk, CT. agrees to enter into a contract with AshBritt, Inc. for disaster debris response and management services without modification to the original terms, conditions or pricing. Further, any Amendments entered into between the State of Connecticut and AshBritt, Inc., including but not limited to, contract term extensions and pricing, shall automatically apply to this Mutual Benefit and Use Agreement between the City of Norwalk, CT. and AshBritt, Inc.

Having full authority, the parties do hereby complete this agreement by signing below.

AshBritt, Inc.

Authorized Signor

Printed Name

Title

Date

City of Norwalk, CT.

Authorized Signor

Printed Name

Title

Date

**Norwalk Police Department
Administration**

Memo

To: Common Council, Health and Public Safety Committee
From: Chief James Walsh
Date: December 6, 2023
Re: Common Council Authorization – Fairfield County Blue Plan

Since 2016 the Norwalk Police Department has been a participating member of the Fairfield County Blue Plan. The Fairfield County Blue Plan (FCBP) has been developed to coordinate law enforcement resources responding to any major incident within Fairfield County. This plan is comprehensive in scope yet easy to deploy when needed. This plan aims to ensure agencies needing assistance receive the level of response necessary to effectively manage the incident within a reasonable time while alleviating the self-dispatching of unnecessary resources.

Understanding the importance of having a standardized mutual aid plan, the Fairfield County Chief of Police Association in conjunction with DEMHS-1 Region 1 and Region 5 have developed this contemporary mutual aid plan. The Blue Plan is designed to simplify and standardize the mutual aid to other municipalities.

Public Act 23-81 set guidelines for requests for assistance from another municipality in response to emergencies and requests for reimbursements for expenditures associated therewith.

- A. AUTHORIZE THE MAYOR HARRY W. RILLING TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FAIRFIELD COUNTY CHIEF OF POLICE ASSOCIATION TO BE A MEMBER OF THE FAIRFIELD COUNTY MUTUAL POLICE ASSISTANCE COMPACT. (FAIRFIELD COUNTY BLUE PLAN).

Norwalk Police Department Administration

Memo

To: Common Council, Health and Public Safety Committee
From: Chief James Walsh
Date: December 6, 2023
Re: Common Council Authorization – Fairfield County Blue Plan

The Fairfield County Chief of Police Association (FCCOPA) has a long and successful track record of mutual aid response to incidents within the county. In the recent past, we have seen an increase in violent incidents reaffirming a critical need for a more refined response to calls for mutual aid. The incident at Sandy Hook once again shows the importance of a good mutual aid response plan. A controlled response ensures that the proper number of officers and necessary equipment arrive on the scene expeditiously to assist the local Chief of Police.

This Blue Plan frames a system that can be activated by any of the Fairfield County Chiefs of Police Association members. The Fairfield County Chiefs of Police Association is ready to fully execute the system to improve the coordination of personnel and equipment to meet the emergency needs of the county in an enhanced methodical manner.

This document outlines a proposed action plan for activating the defined mutual aid within our communities. Training will be taking place with all agencies and work will continue to educate line officers, field supervisors, and communications personnel. In addition, departments are reviewing their own local Standard Operating Guidelines to ensure they include the Blue Plan. This plan includes the Connecticut State Police in our tiered plan.

Each community will need to establish a staging area where responding units will report. In most cases under Level 1 response, units will report directly to the scene of the incident. Under Level 2 and 3 responses, units will report to a secondary staging area, which has been pre-designated as the local police department, for deployment instructions. This document needs direct review by each Chief to ensure it reflects all appropriate details.

For each department in Fairfield County, we have prepared a two-page summary that details and selects departments that will be responding to your requests for mutual aid. We have worked with your command staff to ensure it is as accurate as possible. You should review your specific plan regularly and if there is a

need to adjust the plan in any way, you will need to contact the FCCOPA to ensure the plan is modified with the changes.

(The purpose of this memo is to provide council members with backup information regarding the Mutual Aid Fairfield County Blue Plan. Specific operation details can not be disseminated due to security and safety reasons).

Norwalk Police Department
Administration

Memo

To: Common Council, Health and Public Safety Committee
From: Chief James Walsh
Date: December 12, 2023
Re: Common Council Authorization

As part of the overall city-wide communication radio system project the department purchased a new call recording system and call recording software in 2021. The Eventide system is a Public Safety Recording system, that records 911 calls, radio communications, and phone lines utilized for Public Safety communications. The recording of these transmissions assures incident reconstruction, quality assurance, and compliance with current CALEA standards. The installation of the project was planned in two phases. The initial phase in 2021 was authorized by the Common Council at a cost of \$30,007.34 in April 2021. The second phase of the Eventide project is now due at a cost of \$80,258.74 (Phase 2 – Motorola P25 AIS integration).

1. Authorize the purchasing agent Sharon Connors to issue a purchase order to Interaction Insight Corporation for the sole source, under GSA Contract # GS- 35F-0415V for the purchase and installation of the phase 2 Eventide NexLog740 (phase 2 Motorola P25 AIS Integration) call recorder system in the amount of \$ 80,258.74 from account # 09193610 5777 c 0615.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12/12/23

DEPARTMENT: Police

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☒	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	Other, please explain:

TOTAL COST: \$80,258.74 MUNIS Account: 09193610 5777 c 0615

VENDOR: Interaction Insight Corporation

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
	Single Source Requires	Chief James Walsh
Date	Common Council Authorization (in excess of \$20,000.00)?	Date 12/12/23

JUSTIFICATION:

As part of the overall city-wide communication radio system project the department purchased a new call recording system and call recording software in 2021. The Eventide system is a Public Safety Recording system, that records 911 calls, radio communications, and phone lines utilized for Public Safety communications. The recording of these transmissions assures incident reconstruction, quality assurance, and compliance with current CALEA standards. The installation of the project was planned in two phases. The initial phase in 2021 was authorized by the Common Council at a cost of \$30,007.34 in April 2021. The second phase of the Eventide project is now due at a cost of \$80,258.74 (Phase 2 – Motorola P25 AIS integration).

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Eventide®

NextLog Next Generation Communications Recorders

Eventide Quotation Tool - August 2015 RevD

Quotation Number: Norwalk AIS addon_10-13-23

Date: 10/13/2023

Customer:

Norwalk Police Department

Contact:

Deputy Chiefs Terry Blake and Joseph Dinho

Description:

Upgrade to support Motorola IP Radio integration via AIS, full onsite installation, and one full year of warranty and support



INTERACTION INSIGHT CORPORATION

Mark Pettrahai
Interaction Insight Corporation
125 Half Mile Road, Suite 200
Red Bank NJ 07701
(800) 285-2950 X140
mpettrahai@interactioninc.com

GSA CONTRACT NUMBER: GS-35F-0415V

QUOTED BY	WARRANTY	DELIVERY	DISCOUNT	VALIDITY	F.O.B	TERMS
RG	1 Year (options below)	4 weeks ARO	18%	90 Days	Little Ferry NJ	Current

PHASE 2 - Motorola P25 AIS integration

Site	Site	Site	Site	Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net
1	2	3	4	Motorola P25 AIS Products and Services							
1				Mandatory Motorola license fee for Initial System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1	271141	\$ 54,995.00	None	\$ 54,995.00	\$ 54,995.00	\$ 54,995.00
1				Integration to ASTRO 25 system - Initial ASTRO version - SINGLE AIS	1	209220	\$ 14,995.00	18%	\$ 12,237.72	\$ 14,995.00	\$ 12,237.72
2				DVSI 2-Port USB Decoder Unit (for DMR, TRBO, and NXDN) - Max 2	2	324720	\$ 3,000.00	18%	\$ 2,448.36	\$ 6,000.00	\$ 4,896.72
1				Mandatory Remote Install Prep for P25; (Non-Discountable)	1	115015	\$ 3,500.00	None	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Motorola Product Sub-Total:										\$ 79,490.00	\$ 75,629.44

Site	Site	Site	Site	Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net
1	2	3	4	Services & Miscellaneous							
1				Installation, Programming, and Training	1	Pro Services	\$ 1,200.00	None	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
1				Silver Support - 24/7 Remote Service Agreement Including Enhanced HW Warranty & SMA	1	Silver	\$ 3,429.30	None	\$ 3,429.30	\$ 3,429.30	\$ 3,429.30
Services & Misc. Sub-Total:										\$ 4,629.30	\$ 4,629.30

TOTAL QUOTATION		LIST PRICE	NET PRICE
		\$ 84,119.30	\$ 80,258.74

Interaction Insight Corporation
 125 Half Mile Road Suite 200
 Red Bank, NJ 07701
 (800) 285-2950
 tfeldmann@interactionic.com
 www.interactionic.com

Invoice



INTERACTION INSIGHT CORPORATION

BILL TO

Norwalk CT Police Dept
 1 Monroe Street
 Norwalk, CT 06854 USA

SHIP TO

Norwalk CT Police Dept
 1 Monroe Street
 Norwalk, CT 06854 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4004	11/17/2023	\$80,258.74	12/17/2023	Net 30	

SALES REP

RichGeremia

ACTIVITY	QTY	RATE	AMOUNT
EVN-271141 AIS License (Mandatory - Non Discountable)	1	54,995.00	54,995.00
EVE-209220 Integration to ASTRO 25 System - Initial ASTRO System	1	12,237.72	12,237.72
EVE-324720 DVSI -2 PORT USB Decoder Unit - MAX 2	2	2,448.36	4,896.72
115015 Mandatory Remote Install Prep for P25; (Non-Discountable)	1	3,500.00	3,500.00
PRO SERVICES Installation, Programming, and onsite Training	1	1,200.00	1,200.00
IIC-SilverMaint Silver Support 24/7 Remote Service Agreement Including Enhanced HW and SMA. Contract Effective June 1st, 2019 through May 31st, 2020.	1	3,429.30	3,429.30

Eventide Voice Recorder
 SN - 745100707

BALANCE DUE

\$80,258.74

Remit to Address:
 Interaction Insight Corporation
 125 Half Mile Road Suite 200

Norwalk Department of Police Service

Memo

To:	City of Norwalk Common Council
From:	Chief of Police James Walsh
CC:	
Re:	Fyrst Cert Digital Software Training Software
Date:	December 20, 2023

Annually the Norwalk Police Department requires its sworn officers to attend State of Connecticut mandated recertification courses that are P.O.S.T. (Police Officer Standards and Training) required . These courses are also mandated by C.A.L.E.A. (Commission on Accreditation for Law Enforcement Agencies). The Fyrstcert program is the only approved software to digitally track signatures and digital records of the State of Connecticut RT 50 Training forms. The purchase of this program allows the department to submit and digitally track all training records required for P.O.S.T Certification .This transition from paper forms of record keeping will increase efficiency and compliance assuring that all officers are properly trained. This program will also ease audits required by C.A.L.E.A. and P.O.S.T.

Cirmozo Group LLC is the only supplier of such digital software that is currently approved by P.O.S.T. , and the Fairfield County Chiefs of Police Training Association .

1. Authorize the purchasing agent, Sharon Connors, to issue a purchase order to the sole distributor and bidder, Cirmozo Group LLC, for the purchase of FyrstCert software designed to digitally track signatures and digital records of the State of Connecticut Police Officer Standard Training Council RT50 forms at the rate of \$8,310.40 for the first year (205 users at \$41.88= \$8,585.40 and Annual Instruction at \$225) with anticipated reoccurring cost in the following fiscal year estimated at approximately \$6,275.40.

Cirmozo Group LLC
 216 Beaumanor Road
 State College, PA 16803 US
 accounting@fyrstcert.com

Invoice

BILL TO
 Lt. Brian Cunningham
 Norwalk Police Department
 1 Monroe Street
 Norwalk, CT 06854

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1032	04/18/2023	\$8,310.40	05/18/2023	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2023	FyrstCert Hosted Year 1 Annual Rate	FyrstCert Annual Hosted Rate for first year per user	205	41.88	8,585.40
05/01/2023	FyrstCert Annual Instructor Months 1-12	FyrstCert Annual Instructor Months 1-12 per user	25	9.00	225.00
05/01/2023	CREDIT- Fairfield County Training Council		1	-500.00	-500.00
BALANCE DUE					\$8,310.40

Please make all payments to Cirmozo Group LLC.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 4/24/2023

DEPARTMENT: Police Dept.

Procurement by non-competitive proposals may be used only when the award of a contract is Infeasible under Informal competitive Quotations (§§-204), Informal Competitive Request for Proposals (§§-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	The Item is available only from a single source (Justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	Other, please explain:

TOTAL COST: 8,310.40 MUNIS Account: 013042-5298..

VENDOR: Fyrst Cert

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	<u>James Walsh</u>
Date		Date <u>4/24/23</u>

JUSTIFICATION:

Cirmozo Group LLC
218 Beaumanor Rd
State College, PA

Fyrst Cert Sole Source Letter
April 19, 2023

To Whom It May Concern:

This letter is to confirm that " Fyrst Cert" is a sole source product, manufactured, sold and distributed exclusively by Cirmozo Group LLC. No division of Fyrst Cert, nor any other company, makes a similar or compelling product that has been accepted by the State of Connecticut POST Council. " Fyrst Cert" is the only approved software to digitally track signatures and digital records of the State of CT RT60 training forms. This product must be purchased directly by Institutions from Fyrst Cert at the address listed above. There are no agents or dealers authorized to represent this product. Additionally, competition is precluded by the existence of an agreement with the manufacturer, who has given us an exclusive right to market this product (or patent, copyright, secret process or monopoly). There is no other like software products available for purchase that would serve the same purpose or function that is approved by the State of CT and there is only one price model for the above application. If you desire additional information, don't hesitate to contact me at (203) 209-3176 at any time.

Thank you for your interest in our product.
Sincerely,
Mark Cirillo
Cirmozo Group LLC
accounting@fyrstcert.com

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CIRMOZO GROUP LLC

2 Business name/disregarded entity name, if different from above

THE CIRMOZO GROUP LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

216 Beaumanor Road

6 City, state, and ZIP code

State College, PA 16803

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Notes: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

1 2 3 - 4 5 6 7 8 9

or

Employer identification number

8 7 - 2 3 3 1 3 6 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Mat Ch

Date **03/23/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cirmozo Group LLC
216 Beaumanor Rd
State College, PA

Fyrst Cert Sole Source Letter
April 19, 2023

To Whom It May Concern:

This letter is to confirm that "Fyrst Cert" is a sole source product, manufactured, sold and distributed exclusively by Cirmozo Group LLC. No division of Fyrst Cert, nor any other company, makes a similar or competing product that has been accepted by the State of Connecticut POST Council. "Fyrst Cert" is the only approved software to digitally track signatures and digital records of the State of CT RT50 training forms. This product must be purchased directly by institutions from Fyrst Cert at the address listed above. There are no agents or dealers authorized to represent this product. Additionally, competition is precluded by the existence of an agreement with the manufacturer, who has given us an exclusive right to market this product (or patent, copyright, secret process or monopoly). There is no other like software products available for purchase that would serve the same purpose or function that is approved by the State of CT and there is only one price model for the above application. If you desire additional information, don't hesitate to contact me at (203) 209-3176 at any time.

Thank you for your interest in our product.

Sincerely,

Mark Cirillo

Cirmozo Group LLC

accounting@fyrstcert.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CIRMOZO GROUP LLC	
2 Business name/disregarded entity name, if different from above THE CIRMOZO GROUP LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting codes (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 216 Beaumanor Road	Requester's name and address (optional)
6 City, state, and ZIP code State College, PA 16803	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	7		-	2	3	3	1	3 5 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **03/23/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FyrstCert Certification Tracking Cloud Subscription Agreement

(Last Updated: Aug 16, 2021)

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF FYRSTCERT. YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY PROCEEDING TO USE FYRSTCERT. IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE FYRSTCERT.

WE MAY CHANGE THIS AGREEMENT AND OUR PRIVACY NOTICE (WHICH YOU AGREE TO AS PART OF ACCEPTING THIS AGREEMENT) AT ANY TIME. WE WILL MAKE REASONABLE EFFORTS TO COMMUNICATE CHANGES TO YOU (WHICH MAY BE BY POSTING A MESSAGE WITHIN FYRSTCERT) BUT YOU MUST ENSURE THAT YOU REGULARLY CHECK, READ, UNDERSTAND AND AGREE TO THE MOST RECENT VERSIONS POSTED ON OUR WEBSITE. YOU WILL BE DEEMED TO ACCEPT ALL CHANGES BY CONTINUING TO USE FYRSTCERT.

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to this Agreement:

"FyrstCert" the solutions and services you or your Affiliates procure from us under this Agreement;

"Aggregate Data" has the meaning set out in clause 14.4;

"Agreement" these terms and conditions, our Privacy Notice, the Schedules and any other documentation or terms and conditions referred to within any of them;

"Approved Sub-Processors" has the meaning set out in paragraph 9.1 of Schedule 2;

"Affiliate" any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interests in the subject entity;

"Business Day" any day other than a Saturday, Sunday or public holiday when the banks in the capital city of the FyrstCert entity you are contracting with are open for business;

"Collateral" additional documentation and digitally available content that describes FyrstCert, your subscription and/or Support, for example our website content, online user guides, emails, invoices, help and training materials, that we make available from time to time;

"Customer Data" any data and information submitted on your behalf into FyrstCert or collected and processed by or for you using FyrstCert, which may include data relating to your customers;

"Customer Personal Data" has the meaning set out in clause 14.1; "Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

"Data Processor" a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;

"Free Trial" access to FyrstCert for a limited time period as set out in the Collateral only free of charge to allow you to assess the suitability of FyrstCert for your business needs;

"Force Majeure Event" any circumstance not within a party's reasonable control including, for example, acts of God, fire, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion, war, sanctions, embargo, law or act by government, labour or trade dispute, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this section) or interruption or failure of utility service, network or internet service provider;

"Governing Law" the law which governs this Agreement as set out at clause 15;

"Information" all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Information includes Customer Data (but excludes Aggregate Data). Our Information includes the Services. Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Information excludes information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,

(iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Information; "Malicious Code" code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

"Non-FyrstCert Applications" third party services or products that Interoperate with FyrstCert, including, for example, an application that is developed by or for you or by a third party;

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Privacy Notice" means FyrstCert privacy notice posted on www.fyrstcert.com (or such other URL as FyrstCert may notify to you) and which may be amended by FyrstCert from time to time.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and "Process",

"Processed" and "Processes" shall be construed accordingly;

"Promotional Price" a reduced price off FyrstCert's recommended retail price for a limited time period as set out in the Collateral which can be redeemed by entering a promotion or activation code as part of the registration process or using special links provided by us for registration; including without limitation buy-now prices for customers who chose not to complete a Free Trial;

"Supervisory Authority" means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data;

"Support" technical advice and assistance for FyrstCert as more particularly set out in the Collateral;

"Taxes" any taxes, duties or similar governmental assessments of any nature, including, for example, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever;

"User" an individual who you authorise to use FyrstCert who may include your own employees, consultants, contractors and agents;

"we" "us" "our" "FyrstCert" "Cirmozo" the Cirmozo Group entity as follows: Cirmozo Group, LLC, a Delaware corporation;

"you" or "your" means the person, company or other legal entity accepting this Agreement and, where FyrstCert is procured on behalf of an Affiliate "you" and "your" shall include such Affiliate as the context requires.

- 1.2 In the event of any conflict between these terms and conditions and Schedule 1, then Schedule 1 shall prevail in respect of the applicable third-party service and these terms and conditions shall prevail over any other conflict.

2. OUR RESPONSIBILITIES

2.1 We will:

2.1.1 make FyrstCert available to you pursuant to this Agreement;

2.1.2 provide our Support for FyrstCert to you at no additional charge provided that we will not provide technical support or other assistance if you use the mobile application of FyrstCert only, or for any hardware, third-party software, services or Non-Cirmozo Applications; and

2.1.3 use commercially reasonable efforts to make FyrstCert available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by a Force Majeure Event; and

2.1.4 use commercially reasonable efforts to provide the Support.

- 2.2 We will be responsible for the performance of our personnel (including our employees and contractors) and their compliance with our obligations under this Agreement, except as otherwise specified within this Agreement.

3. USE OF FYRSTCERT

- 3.1 FyrstCert is only available to bona fide end-users with a requirement for services of the nature of those that we provide. We reserve the right to terminate this Agreement without further liability to you where we have reasonable grounds to suspect that your use of FyrstCert is for competitive purposes (including competitive monitoring, assessment or otherwise).

- 3.2 FyrstCert is subject to usage limits. Unless otherwise specified, a User's password must not be shared. Cirmozo Representatives may link to their client's FyrstCert account or entity for the purposes of inputting, transferring and analysing data and documents on behalf of such clients (where the client permits this) and for making the

FyrstCert service available to them. Not all FyrstCert features and functionality may be available on compatible mobile devices.

- 3.3 Access to FyrstCert is subject to the availability of your mobile or Internet provider's network availability. We are not responsible for the availability of services from your providers, including any loss, damage, error, or failure to transmit.

- 3.4 You shall:

3.4.1 remain responsible for: (a) FyrstCert being compatible with your mobile device, web browser, network and Internet connections, and/or computer set-up and any associated applicable fees; (b) Users' and your Affiliate's compliance with this Agreement; and (c) access rights granted to your Certification Auditor;

3.4.2 use commercially reasonable efforts to prevent unauthorized access to or use of FyrstCert, and notify us promptly of any such unauthorized access or use;

3.4.3 use FyrstCert only in accordance with this Agreement, the Collateral and applicable law and regulation; and

3.4.4 comply with any terms concerning Non-Cirmozio Applications with which you use FyrstCert.

- 3.5 You shall not:

3.5.1 make FyrstCert available to, or use FyrstCert for the benefit of, anyone other than you, your Affiliates or Users and your Certification Auditor;

3.5.2 sell, resell, license, sublicense, distribute, rent or lease FyrstCert, or include FyrstCert in a service bureau or outsourcing offering without our prior written consent;

3.5.3 use FyrstCert to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

3.5.4 use FyrstCert to store or transmit Malicious Code;

3.5.5 interfere with or disrupt the integrity or performance of FyrstCert or third-party data contained therein;

3.5.6 attempt to gain unauthorized access to FyrstCert or its related systems or networks;

3.5.7 permit direct or indirect access to or use of FyrstCert in a way that circumvents a contractual usage limit;

3.5.8 copy FyrstCert or any part, feature, function or user interface except as expressly permitted by this Agreement;

3.5.9 frame or mirror any part of FyrstCert other than framing on your own Intranets or otherwise for your own internal business purposes or as permitted in the Collateral;

3.5.10 access FyrstCert in order to build a competitive product or service; or

3.5.11 reverse engineer FyrstCert (to the extent such restriction is permitted by law).

- 3.6 If we receive information that a Non-Cirmozio Application used by you may adversely affect FyrstCert, or violate applicable law or third-party rights, upon notifying you, you shall promptly disable such Non-Cirmozio Application or modify the Non-Cirmozio Application to resolve the matter. If you do not take required action in accordance with the above, we may disable FyrstCert (or affected part) and/or Non-Cirmozio Application until the potential violation is resolved.

4. AUDIT

We or our licensor may audit your use (including use of any User subscription) through FyrstCert. Should any audit reveal any unauthorized use of the FyrstCert Service by you, you agree to pay to us the difference between the price charged by us to you for the applicable User subscription and our then-current list price for users of the full-use version of the applicable User subscription for all such unauthorized users, beginning with the date of the first violation through the end of the then current subscription term (the "Overage Fee"). Upon payment of the Overage Fee, all unauthorized User subscriptions will be converted into full-use subscriptions at our then-current list pricing for such full-use User subscriptions for the remainder of the then current subscription term and any subsequent subscription term.

5. THIRD PARTIES

- 5.1 We or third parties may make available (for example, through a marketplace) products or services, including, for example, Non-Cirmozio Applications and implementation and other consulting services. Any acquisition by you of such third-party products or services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party applications or other third-party products or services, whether or not they are designated by us as a recognized FyrstCert developer application.

- 5.2 If you install or enable a Non-Cirmozio Application for use with FyrstCert, you grant us permission to allow the provider of that Non-Cirmozio Application to access Customer Data as required for the Interoperation of that

Non-Cirmozo Application with the FyrstCert Service. We are not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Non-Cirmozo Application. You also acknowledge that we may be provided access to your Non-Cirmozo Application account to enable us or the third party provider of a Non-Cirmozo Application to properly perform our obligations to you.

- 5.3 FyrstCert may contain features designed to Interoperate with Non-Cirmozo Applications. If the provider of a Non-Cirmozo Application ceases to make the Non-Cirmozo Application available for Interoperation with the corresponding FyrstCert Service features on reasonable terms, we may cease providing those FyrstCert Service features without entitling you to any refund, credit or other compensation.

6. FEES AND PAYMENT FOR FYRSTCERT

- 6.1 You must pay all fees due for FyrstCert at such rate and frequency as set out in the Collateral. Payment obligations are non-cancellable and fees paid are non-refundable (other than expressly set out in this Agreement). Usage limits purchased cannot be decreased during the relevant subscription term.
- 6.2 At the end of a Free Trial or Promotional Price period, you will automatically be charged our standard list price for FyrstCert unless we advise you otherwise in writing or you terminate this Agreement prior to the end of such period in accordance with section 12.
- 6.3 You will provide us with valid and updated payment details (for example credit or debit card information, direct debit instruction or with alternative payment information reasonably acceptable to us) to enable us to take payment for FyrstCert. This information will be used by us to take payment for any renewal subscription term(s) as set forth in section 12.2 and you now authorise us to do so.
- 6.4 Unless otherwise stated, fees shall be payable in advance and Invoiced charges are due 30 days from the date of the invoice. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.
- 6.5 Our fees do not include any Taxes. You are responsible for paying all Taxes associated with your purchases under this Agreement.
- 6.6 If we have a legal obligation to pay or collect Taxes for which you are responsible under section 6.5, you will pay that amount following receipt of our invoice unless you provide us with a valid tax exemption certificate authorised by the appropriate tax authority.
- 6.7 If any Invoiced amount is not received by us by the due date, then without limiting our rights or remedies,
- 6.7.1 those charges may accrue late interest at the rate of 1.25% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is greater; and/or
- 6.7.2 we may apply shorter payment terms to any future subscription renewals.
- 6.8 If any amount owing by you under this Agreement for FyrstCert is 14 or more days overdue (or 5 or more days overdue in the case of amounts you have authorized us to charge to your credit or debit card), we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend access to FyrstCert for you (and your Affiliates' FyrstCert access even if your Affiliates have not defaulted in payment) until such amounts are paid in full. We will give you at least 7 days' prior notice that your account is overdue, in accordance with section 16.1, before suspending services to you. If you were paying a Promotional Price for FyrstCert prior to suspension, if we reactivate your account you will no longer be eligible for the Promotional Price and will be charged our standard list price for FyrstCert unless we advise you otherwise in writing.
- 6.9 We will not exercise our rights under section 6.7 or 6.8 above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 6.10 You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

7. PROPRIETARY RIGHTS AND LICENSES

- 7.1 Subject to the limited rights expressly granted under this Agreement, we and our licensors reserve all of right, title and interest in and to FyrstCert, including all related intellectual property rights. No rights are granted to you other than as expressly set out in this Agreement.
- 7.2 We grant to you a worldwide, limited-term license to use FyrstCert subject to this Agreement and the Collateral.
- 7.3 You grant us and our Affiliates a worldwide, limited-term license to host, copy, transmit and display Customer Data as necessary for us to provide FyrstCert in accordance with this Agreement. Subject to the limited licenses granted within this Agreement, we acquire no right, title or interest under this Agreement in or to Customer Data.
- 7.4 You grant to us and our Affiliates for the duration of protection of the intellectual property rights a worldwide, irrevocable, royalty-free license to use and incorporate into FyrstCert any suggestion, enhancement request, recommendation, correction or other feedback provided by you or users relating to the operation of FyrstCert.

8. CONFIDENTIALITY

- 8.1 Each party shall treat the other's Information as confidential and will not at any time copy, use or disclose to any person the other's Information, except as permitted by this Agreement or as otherwise authorised by the other party in writing.
- 8.2 Either party may disclose the other's Information:
- 8.2.1 to that party's employees, contractors, officers, representatives, advisers or Affiliates (as applicable) who need to know such information for the purposes of carrying out a party's obligations under this Agreement. Each party will ensure that their respective employees, contractors, officers, representatives, advisers, and Affiliates to whom the Information is disclosed comply with this section 8; and
- 8.2.2 as may be required by law, court order or any governmental or regulatory authority. Where legally permissible the party required to disclose Information of the other shall attempt to provide the other party with prior notice of such disclosure together with any reasonable assistance (at the other party's cost) as that other party may require to avoid such disclosure.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 9.1 Each party represents that:
- 9.1.1 It has validly entered into this Agreement and has the legal power to do so; and
- 9.1.2 that the person entering into this Agreement on its behalf has the power to bind that party and its Affiliates (as the case may be).
- 9.2 We warrant that (a) we will not materially decrease the overall security of FyrstCert during a subscription term, (b) FyrstCert will perform materially in accordance with the applicable Collateral, (c) we will not materially decrease the functionality of FyrstCert during a subscription term, and (d) FyrstCert will not introduce Malicious Code into your systems. For any breach of an above warranty, your exclusive remedies are those described in sections 12.3 and 12.4.
- 9.3 EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE WITHIN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. MUTUAL INDEMNIFICATION

- 10.1 We shall defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of FyrstCert in accordance with this Agreement infringes or misappropriates such third party's Intellectual property rights, and will indemnify you from any damages, legal fees and costs finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of such claim, provided you (a) promptly give us written notice of such claim; and (b) give us sole control of the defence and settlement of such claim (except that we may not settle such claim unless it unconditionally releases you of all liability); and (c) give us all reasonable assistance at our expense. If we receive information about an infringement claim related to FyrstCert, we may in our discretion and at no cost to you (i) modify FyrstCert so that it no longer infringes, without breaching our warranties under section 9.2; or (ii) obtain a license for your continued use of FyrstCert in accordance with this Agreement; or (iii) terminate your subscription for FyrstCert (or the infringing part) upon 30 days' written notice and refund you any prepaid fees covering the remainder of the term of the terminated subscription. The above defence and indemnification obligations do not apply to the extent such claim arises from a Non-Cirnozo Application, your breach of this Agreement or your continued use of the infringing element of FyrstCert after we have notified you not to use it.
- 10.2 You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Customer Data, or your use of FyrstCert in breach of this Agreement, infringes such third party's Intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of such claim, provided we (a) promptly give you written notice of such claim; (b) give you sole control of the defence and settlement of such claim (except that you may not settle such claim unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense.
- 10.3 This section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section 10.

11. LIMITATION AND EXCLUSION OF LIABILITY

- 11.1 NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU TO US UNDER THE ORDER FORM

GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR FYRSTCERT).

- 11.2 IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS, LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 11.3 NOTHING IN THIS SECTION 11 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

12. TERM AND TERMINATION

- 12.1 This Agreement commences on the date you first accept it and continues until terminated by either party in accordance with this Agreement.
- 12.2 Subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.
- 12.3 Save for customers in a Free-Trial or paying a Promotional Price, the per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless we have given you written notice of a pricing increase at least 30 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.
- 12.4 A party may terminate this Agreement:
- 12.4.1 upon 14 days written notice to the other party of a material breach if such breach remains unremedied at the expiration of such period; or
- 12.4.2 if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.5 You may terminate this Agreement upon 14 days written notice to us if we make a change to this Agreement which is materially detrimental to you, provided that you provide such written notice to us within 7 days of receiving notification of the change.
- 12.6 If this Agreement is terminated by you in accordance with sections 12.4 or 12.5, we will refund you any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by us in accordance with section 12.4, you will pay any unpaid fees covering the remainder of the term. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.
- 12.7 Upon request by you made within 28 days after the effective date of termination or expiration of this Agreement, we will make the Customer Data available to you for export or download as provided in the Collateral. After that 28-day period, we will have no obligation to maintain or provide Customer Data, and will thereafter delete, destroy, or put beyond use all copies of Customer Data in our systems or otherwise in our possession or control as provided in the Collateral, unless legally prohibited.
- 12.8 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 12.9 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. ANTI-BRIBERY AND CORRUPTION

- 13.1 Each party will ensure that persons associated with them:
- 13.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
- 13.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
- 13.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
- 13.1.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement;
- 13.1.5 have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

14. DATA PROTECTION

- 14.1 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data ("Customer Personal Data") and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy, and quality. To the extent that Cirmozo Processes any Customer Personal Data, the terms of Schedule 2 shall apply and the parties agree to comply with such terms.
- 14.2 You warrant and represent that:
- 14.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
- 14.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
- 14.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
- (i) you to disclose the Customer Personal Data to us;
 - (ii) us to Process the Customer Personal Data for the purposes set out in this Agreement; and
 - (iii) us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the Cirmozo group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.
- 14.3 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Notice, we shall comply with all Data Protection Laws applicable to us as Data Controller.
- 14.4 You agree that we may record, retain and use Customer Data generated and stored during your use of FyrstCert (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:
- 14.4.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of FyrstCert;
- 14.4.2 carry out research and development to improve our, and our Affiliates', services, products and applications;
- 14.4.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other FyrstCert customers;
- 14.4.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that Cirmozo shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual ("Aggregate Data"). Cirmozo will be the owner of all right, title and interest in the Aggregate Data. If at any time you do not want us to use Customer Data in the manner described in this clause 14.4, please contact us at the email address set.

us at the email address set out in our [Privacy Notice](#).

15. GENERAL PROVISIONS

- 15.1 FyrstCert may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use FyrstCert in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- 15.2 Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld) except that either party may assign this Agreement in its entirety, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, we will refund to you any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. This agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this agreement at any time without your consent.
- 15.3 Other than the third parties referred to in Schedule 1, there are no other third-party beneficiaries under this Agreement. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms of this Agreement.
- 15.4 This Agreement constitutes the entire understanding between the parties with respect to their subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to them. Each party agrees that it has not relied on any representations or statements in entering into this Agreement which are not set out expressly in it, except this does not exclude a party's liability for fraud.

- 15.5 If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement. If the unenforceable wording could be enforced if part of it is deleted, the parties will treat the relevant part of the wording as if deleted.
- 15.6 Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venturer or legal partner of the other.
- 15.7 If a party fails to, or delay in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.
16. **NOTICES, GOVERNING LAW AND JURISDICTION**
- 16.1 Except as otherwise specified in this Agreement, all notices, permissions, and approvals shall be in writing and shall be deemed to have been given upon: (i) immediately for personal delivery, (ii) the second Business Day after mailing, or (iii) the first Business Day after sending by email (provided email shall not be sufficient for notices of an indemnifiable claim). Billing-related notices to you shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant FyrstCert system administrator designated by you. Notices should be sent to (i) 216 Beaumanor Rd, State College, PA 16803.
- 16.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and State (as applicable) set out above over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.
- 16.3 We are entering into this Agreement as principal and not as agent for any other Cirmozo company. Subject to any permitted assignment under section 15.2, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

**Norwalk Police Department
Administration**

Memo

To: Common Council, Health and Public Safety Committee

From: Chief James Walsh

Date: December 20, 2023

Re: Side by Side Charter School MOU for the School Resource Officer Program

The Norwalk Police Department has provided School Resource Officer programs to the Side-by-Side Charter School since 2015 through a preexisting memorandum of understanding. In 2023 the Norwalk Police Department in conjunction with Norwalk Public Schools updated the terms of the current memorandum of understanding between N.P.D. and N.P.S. that governs the School Resource Program. The Norwalk Police Department would like to update and modernize the terms of the M, O.U it currently has with the Side-by-Side Charter School to be consistent with the language it currently has with N.P.S.

- A. AUTHORIZE THE MAYOR HARRY W. RILLING TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MATTHEW NITTOLY EXECUTIVE DIRECTOR OF THE SIDE-BY-SIDE CHARTER SCHOOL TO HAVE THE NORWALK POLICE DEPARTMENT PROVIDE SCHOOL RESOURCE OFFICER PROGRAMS AND SERVICES.

School Resource Officer Agreement

Agreement Between The Norwalk Police Department And Side By Side Charter School for The School Resource Officer Program

This agreement made and entered into this December 15, 2023, by and between the Norwalk Police and Side by Side Charter School.

It is the intention of the Norwalk Police Department and the Norwalk Public Schools to maintain collaborative efforts to provide a safe and healthy school environment for students, staff, faculty, and visitors.

Goals and Objectives

- Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development
- Maintain a safe and secure environment on school campuses which will be conducive to learning
- Promote positive attitudes regarding the police role in society.

The parties agree to the following principles upon which this agreement is founded.

- The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the justice community.
- The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.
- Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.
- Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of suspension, expulsion, involvement of the police, or referral to court.

Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interests of the student, the school system, law enforcement and the community at large.

Norwalk Public Schools requests the Norwalk Police Department's SRO supervisor to provide a School Resource Officer Orientation Brief to the Principals at the beginning of the school year to ensure they understand the content of this MOU. This will be coordinated between the Superintendent or their designee and the Norwalk Police Department SRO Supervisor.

Near the end of the school year, the Superintendent or their designee will coordinate with the Norwalk Police Department SRO Supervisor in reviewing the projected school year schedule to ensure mutual visibility of key school events for scheduling consideration.

Assignment of School Resource Officer

The Norwalk Police Department agrees to provide a School Resource Officer on a part-time basis to Side by Side Charter School.

The Norwalk Police Department, in conjunction with the principal will determine which Norwalk Police Officer will assume the roles and responsibilities of a School Resource Officer.

It is the responsibility of the school's resource officer to notify the school principal of his or her work schedule.

It is recommended that each School Resource Officer meet with his or her assigned principals at least once a month to review the safe and secure environment of the school campus.

School Resource Officers shall remain employees of the Norwalk Police Department and shall not be employees of Side by Side Charter School. As such the Norwalk Police Department shall bear the costs of the School Resource Officer program. Side by Side Charter School acknowledges that the School Resource Officer will remain subject to the administration, supervision and control of the Norwalk Police Department.

Hours and Special Events

The Chief of Police or his/her designee will assign the school resource officer(s) workdays and shifts. The SRO duty hours shall be determined by the provisions of the labor agreement between the Norwalk Police Department and the Norwalk Police Union. It is understood that during these shift/hours, the School Resource Officer(s) may be off campus to conduct such tasks as may be required by their assignment or other assignment designated by the Norwalk Police Department.

It is desired by Norwalk Public Schools to the maximum extent possible to include their assigned School Resource Officers in selective special high visibility events that showcase the school and include large members of the assigned student population due to their familiarity with the school community. These selective events include graduations and maximum-capacity sporting events at the high school level.

Duties of the School Resource Officer

- Assist the Principals, faculty, and staff in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on school grounds.
- Present topics to student on various law enforcement/safety issues.
- Contact the principal of the school about any juvenile delinquency, incidents, charges, and arrests within a timely manner.
- Take law enforcement action when necessary
- Conduct investigation of crimes that occur at any school and use other resources if needed for follow-up investigation.
- Follow the guidelines of case law, school board policy and the Norwalk Police Department Directives in regards to investigation, interviews and searched relating to juveniles and incidents on school grounds.
- Norwalk Police Department School Resource Officers shall abide by Connecticut General Statute 53a-22 to include subsequent changes and revisions regarding the application of force, restraint of students, and use of firearms in their performance of their duties. SROs shall also comply with Norwalk Police Directives 11.0 Use of Force to include subsequent changes and revision.
- Maintain records as required by the Norwalk Police Department Directives and as requested by the Norwalk Public Schools for their use in evaluating and reviewing the SRO program and this agreement.
- Assist the principal's faculty and staff to maintain a safe learning environment.

Uniform and Equipment of School Resource Officer

The SRO's will wear their approved department uniform or approved "soft" uniform with appropriate logos and name badges depending on the type of school activity and program and/or the request of the school or Norwalk Police department. It is understood at the SRO will carry his/her approved duty firearm, Taser and other departmental issues equipment. The Chief of Police and Principal shall jointly set expectations and resolve any disputes in this area.

Rights and Duties of Side by Side Charter School

Side by Side Charter School shall provide to the SRO the following materials and facilities which are deemed necessary to the performance of the SRO.

- Access to an air-conditioned and properly lighted private office containing a telephone line for general business purposes (if available),
- A desk with draws, a chair and filing draws (if available),
- Support the assigned SROs in coordinating the familiarization of the school facilities by NPD personnel to assist their response protocols by touring, training, and observing school drills when possible. SROs will coordinate these activities with their assigned Principal for approval.

The Norwalk Police Department will supply the SRO with the usual and customary office supplies and forms required in performance of their duty.

Dismissal of a School Resource Officer

In the event a Principal of a school to which the School Resource Officer is assigned feels that he/she is not effectively performing his or her duties and responsibilities, the Principal shall contact the Superintendent or their designee. The Superintendent or their designee will collaborate with the Norwalk Police Department SRO Supervisor to recommend a solution or remediation to the SRO concern. If the situation cannot be remedied then within a reasonable amount of time after the Superintendent receives the information the Superintendent shall notify the Chief of Police or their designee. A meeting shall be conducted with the School Resource Officer to mediate or resolve any problems. The Chief of Police may dismiss or reassign a school Resource Officer based on the Norwalk Police Department's rules, Regulations, and general orders.

The Norwalk Police Department and Side by Side Charter School agree to provide their employees with training relative to this agreement and its purposes. The parties agreed to maintain regular and open communication to evaluate the effect of this agreement and suggest improvement or adjustments that may be necessary.

Term of Agreement

This agreement shall remain effect indefinitely. It is understood that either party may cancel this agreement at any time. A request for revisions or modifications to this agreement may made by either party in writing.

This agreement constitutes a formal written expression of all terms of this agreement and is a complete and exclusive statement of those terms.

IN WITNESS. WHEREOF, the parties have caused this agreement to be signed by their authorized officers.

Matthew Nittoly
Executive Director
Side by Side Charter School

James Walsh
Chief of Police
Norwalk Police Department



CITY OF NORWALK
Personnel & Labor Relations
Tina M. Fogell
Chief Human Resources Officer
tfogell@norwalkct.gov

P: 203-854-7724 / F: 203-854-7329
125 East Avenue, PO BOX 5125
Norwalk, CT 06856

To: Common Council Members

From: Tina M. Fogell, Chief Human Resources Officer

Date: December 13, 2023

RE: Non-Unit Personnel Benefits and Compensation Policy/Ordinance Salary Schedule

The City is requesting the Common Council's authorization and approval to implement the Non-Unit Personnel Benefits and Compensation Policy, as well as the Ordinance Salary Schedule.

Currently, when employees are hired, they are referred to the Norwalk Assistants and Supervisors Association collective bargaining agreement. This policy codifies the benefits and compensation for Ordinance employees in one central policy, while still following that document, as well as allowing for the 2.35% increase retroactive to July 1, 2023.

The adjustment to this salary schedule is consistent with the pay rate adjustments received by the city's unionized workforce. There are currently twenty four (24) employees covered by this salary schedule and the increases were allocated in the approved budget for FY23.

DEPARTMENT OF PERSONNEL & LABOR RELATIONS

CITY OF NORWALK

NON-UNIT PERSONNEL BENEFITS AND COMPENSATION POLICY

PURPOSE

The purpose of this policy is to set forth the primary guidelines of employment for all non-unit personnel for the City of Norwalk, normally referred to as "Ordinance employees".

The Chief Human Resources Officer, with the approval of the Public Safety and General Government Committee, and the Common Council, shall establish the salaries of the non-unit employees, which include all elected officials and Ordinance employees.

Pay Plan Criteria:

1. Internal equity;
2. Equal pay principle;
3. Competitive with the municipal market;
4. Competitive with unionized peers in city government;
5. Links pay and performance;
6. Easy to administer;
7. Provides continuity and flexibility; and
8. Attraction and retention of candidates.

See Ordinance Salary Schedule attached as Exhibit A.

Annual Increase:

The Ordinance Salary schedule will be amended automatically on an annual basis. Said annual increase shall be consistent with the annual increase provided in the Norwalk Assistants and Supervisors Association collective bargaining agreement.

COMPENSATION

Appointments

The minimum rate of pay for a classification shall normally be paid upon a new appointment. An appointing authority may recommend a new appointment or reappointment at a rate higher than the minimum rate established for the classification, by written request to the

Chief Human Resource Officer. The Chief Human Resources Officer may approve a starting or reappointment rate beyond the minimum of the salary range based upon the pay plan criteria.

Promotions

In the event an employee is promoted from one position covered by this salary plan to another position, including a position in a different grade of this salary plan, the salary of the employee shall increase at least ten percent (10%) but not more than twenty percent (20%), except in such cases when the increase would place the salary beyond the maximum established for the grade of that position or below the minimum established for that position. In the former case, the maximum rate of pay for that classification will be paid and in the latter case, the minimum rate of pay for that classification will be paid. The determination of the actual percentage increase will be made by the individual's supervisor based on that individual's salary in the range subject to the approval of the Chief Human Resources Officer.

Within Grade Salary Increase

All employees covered by this plan (except any elected official) shall move through the wage progression annually on July 1 based on satisfactory performance evaluation. For employees with less than three (3) months tenure, they will wait until the following July 1 to move to the next step.

Pay Rates for New Positions

In the event a new Ordinance classification is established, the Personnel and Labor Relations Department shall recommend the appropriate pay grade to the Public Safety and General Government Committee. The Public Safety and General Government Committee shall approve the recommended pay grade or vote to establish an alternate pay grade.

Reallocation of Positions

In the event of significant changes in the job description of an Ordinance position, the Chief Human Resources Officer shall recommend the adjusted pay grade to the Public Safety and General Government Committee. Reallocation of a position shall not impact the salary of any incumbent unless the incumbent is below the minimum or above the maximum of the new grade. In the event of the former, the incumbent's salary shall be adjusted to the minimum of the grade. In the latter case, the incumbent's salary shall remain fixed until the maximum of the new range reaches the incumbent's salary.

Elected Officials

The salary for elected officials and certain appointed officials shall be as follows:

Mayor	Midpoint of Chief Financial Officer
Town Clerk	Minimum of Grants Coordinator

As changes in the ranges are made, the above salaries will be adjusted accordingly.

Maintenance of Salary Plan Objectives

In order to maintain the salary plan objectives, the Public Safety and General Government Committee shall review the salary ranges every three (3) years. If ranges need to be adjusted beyond what exist, then the new ranges must be approved by the Public Safety and General Government Committee and the Common Council.

Severance Pay

Severance pay of one (1) day for each year of service shall be granted upon separation of employment provided the employee has completed five (5) years of service. In order to return to City employment, an employee must repay in full all severance pay received and will have the benefit of any previous seniority rights. This section does not apply to employees who are involuntarily separated from service.

POSITION STATUS

All benefits and salary ranges are for full-time positions. If positions are less than full-time, all benefits and salaries stated herein shall be prorated and adjusted accordingly.

BENEFITS

Vacation

All non-unit personnel covered under this policy shall receive vacation days as follows:

Years of Service	Number of Vacation Days
1 – 4	15 Days
5 – 10	20 Days
After 15 Years	25 Days

The taking of such leave, except as otherwise stipulated, shall be subject to the approval of the employee's immediate supervisor.

It is expected that all personnel covered by this policy shall use all vacation days during the fiscal year in which they are earned. Employees who do not discharge all vacations days shall be entitled to carry over ten (10) vacation days each year. Any additional accrued vacation days not utilized by the employee during the fiscal year shall be forfeited.

Non-unit personnel who are eligible for vacation days whose services are terminated for any reason, either voluntarily or involuntarily, shall be paid an amount equal to the vacation time that had been accrued during that fiscal year in accordance with the above guidelines prior to such termination.

Paid Holidays

All personnel covered by this policy are provided the following yearly paid holidays when they occur on what ordinarily would be a scheduled workday:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Paid Sick Leave

All non-unit personnel shall be entitled to fifteen (15) paid sick leave days per year. Days are awarded on July 1st of each year or, in the case of newly hired personnel, in accordance with an amount determined through the established number of pro-rated days earned compared to the number of days to be worked through the end of the fiscal year.

In case of extreme illness in the immediate family, the employee shall be allowed to discharge sick days or the purpose of family illness.

After five (5) years of service, all accumulated sick leave shall be paid as a lump sum to retiring and resigning employees up to a maximum of sixty (60) days' pay. Employees discharged shall not receive any accumulated sick pay.

Paid Personal Leave

Personal time off with pay may be granted for pressing personal business at the discretion of the respective Department Heads. However, in no event shall non-exempt hourly employees be granted more than five (5) personal days per year.

Bereavement Leave

Four (4) consecutive workdays special leave with pay shall be granted for use within thirty (30) days of a death in the immediate family. Immediate family is defined as mother, father, wife, husband, sister, brother and children. Three (3) working days special leave with pay shall be granted for death among grandchildren and grandparents and any relative

domiciled in the employee's household. The above listed relations shall be applied equally to both the husband's and wife's side of the family.

General – Health and Dental

All fringe benefits offered by the City of Norwalk shall be provided to non-unit personnel.

Non-unit personnel shall pay a sixteen percent (16%) co-share for their health and dental insurance.

Flexible Spending Accounts

The City shall maintain a program pursuant to Section 125 of the Internal Revenue Code by which employees may make contributions for medical and dental coverage, dependent care assistance, and other eligible purposes, with pre-tax dollars to the extent permitted by law.

Life Insurance

The City will pay the group life insurance of two (2) times annual salary with Accidental Death and Dismemberment, reduced to Five Thousand Dollars (\$5,000.00) term life at retirement.

PROFESSIONAL DEVELOPMENT

The City of Norwalk seeks to support its non-unit full time personnel through professional development in areas of study and growth which benefit both the individual and the City. Approval of all tuition reimbursement and conferences, seminars, and workshops shall be based on budget availability and shall be submitted to the Chief Human Resources Officer for approval.

Tuition Reimbursement

The City shall reimburse an employee who is attending an accredited college or vocational school for education related to the employee's working profession or occupation. Reimbursement shall be two hundred and fifty dollars (\$250.00) per credit to a maximum of one thousand, five hundred dollars (\$1,500.00) per fiscal year for courses completed with a grade B or better. All requests must be submitted to the Chief Human Resource Officer for approval.

All non-unit personnel whose employment is governed by this policy may be entitled to tuition reimbursement by the City of Norwalk for coursework taken to support their area of responsibility or in connection with the program of study closely related to their area of responsibility provided that:

1. The number of courses approved for reimbursement in any calendar year shall not exceed six (6) credits per employee:

2. All such courses or programs shall be approved in advance by the Chief Human Resources Officer;
3. A grade of "B" or greater must be achieved to be eligible for reimbursement;
4. Evidence of course or program completion must be presented to the Chief Human Resources Officer prior to reimbursement.

Seminars, Workshops, and Conferences

All non-unit personnel may be entitled annually to attend professional conferences, workshops and/or seminars and to be reimbursed provided that the program content is of benefit not only to the individual, but also to the betterment of the City. All requests for such reimbursement shall be approved in advance by the Chief Human Resources Officer.

PERFORMANCE EVALUATIONS

Performance evaluations shall be based on the essential roles and responsibilities of the employee's job description, tasks, and standards. A salary increase shall be given if the evaluation indicates the individual "meets expectations". If the employee fails to meet expectations, he or she shall not be eligible for movement to the next step.

[illegible]