

Health and Public Safety Committee of the Common Council
October 22, 2020 at 7:00 PM
Meeting Agenda
Via Teleconference

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



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



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



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



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

Agenda

- I. Welcome and Roll Call
- II. Approval of the September 24, 2020 Meeting Minutes
- III. Public Participation
- IV. New Business

Action Items

Police Department

- 1a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the 2021 CT. Department of Transportation Click it or Ticket Grant in the amount of \$10,000.00
- 1b. Authorize the Police Chief, Thomas E. Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the 2021 CT. Department of Transportation Click it or Ticket Grant pursuant to such grant funding. 4\
- 2a. Authorize the Mayor Harry W. Rilling to execute any and all documents necessary to enter into a Field Trial Agreement with Axon.
- 2b. Authorize the Police Chief Thomas Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement the Axon Field Trial program.

Discussion Item

1. Bike/Walk Advisory Commission Updates

V. Old Business

Discussion Items

1. Fire Update & Discussion
2. Health Department Update & Discussion
3. Police Update & Discussion

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**CITY OF NORWALK
HEALTH AND PUBLIC SAFETY COMMITTEE
SEPTEMBER 24, 2020
VIA TELECONFERENCE**

ATTENDANCE: Nicholas Sacchinelli, Chair; Dominique Johnson; Thomas Keegan; Diana Revulus; George Tsiranides; Manny Langella (7:05 p.m.)

STAFF: Deanna D'Amore, Director of Health; Gino Gatto, Norwalk Fire Chief; Thomas Kalhawik, Norwalk Police Chief

OTHERS: Gregory Burnett; David Heuvelman; Barbara Smyth, Common Council members; Alan Huth, SNEW; Michael Elliott, First District Water Department

I. Welcome and Roll Call

Mr. Sacchinelli called the meeting to order at 7:00 p.m. and called the Roll as reflected above.

II. Approval of the August 27, 2020 Meeting Minutes

**** MR. TSIRANIDES MOVED TO ACCEPT THE MINUTES AS PRESENTED**

**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. REVOLUS)**

Mr. Langella joined the meeting at 7:05 p.m.

III. Public Participation

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted.

Ms. Diane Lauricella said that as we come into the colder season, she would love to see the Health Department ensure the Mayor's public relations person help with a more robust outreach. People have Covid fatigue and are not following protocols. People need to be reminded in a clever way and she wants to be sure the Health Department is supported to do this.

Ms. Lauricella said there needs to be more understanding about what is going on with aerosols and what happens when people talk or sing in an enclosed area. She said that the Health Department needs to have access to professional health officials so they can make decisions. She said the issue of ventilation is important more now than ever. She asked Ms. D'Amore to contact her and said that public outreach needs to be stepped up.

Ms. Diane Cece said she hoped this Committee may be able to provide comments to the Zoning Department on the controversial application at Norden Park. She said this project would convert an existing facility to a warehouse distribution center. She described the application and said they expect 198 62 – 67ft tractor trailer trucks per day. The primary and recommended route is Exit 17, to US 1 and then Strawberry Hill Avenue to Norden Place. Ms. Cece said she feels this is a safety and health issue and that there would be serious air pollution from the trucks.

Ms. Cece suggested that the Health Department could look at asthma instances in the schools. She added that there could be serious noise issues as well. Their secondary route would be from Exit 16, to East Avenue, left on Fitch Street and then another left onto Strawberry Hill Avenue to Norden Place.

Ms. Cece said the Health Department issued an approval indicating they had no concerns; however, she said that approval may have been for the structure itself. Ms. Cece asked if this Committee would review the application and send some comments to Mr. Kleppin.

There were no other speakers.

IV. New Business Discussion Item

1. Water Emergency

Ms. D'Amore said she and Ms. DeLucca have been in contact with SNEW and the First District Water Department to work on promoting the water conservation message.

Mr. Huth said that they knew they had a less than average rainfall in August and in addition, saw a significant increase in water use demand due to Covid -19 and more people being home. He said they are currently at 46%. Mr. Huth said they need a significant amount of rain to replenish the reservoir. He noted that typically at this time of year, they are at 69%.

Mr. Huth said they are doing all they can to notify residents and share the conservation message. He noted that there is a \$90.00 fine for violators. If the drought situation gets worse, they are prepared to look for people who are in violation.

Mr. Elliott said their reservoirs are at 47% and they are using their wells to the maximum. He expects that the wells will be producing less as they go further into the fall. He noted that October is traditionally a very dry month.

Mr. Elliott said that they were in a similar situation in 2016 and the reservoirs got as low as 29%. In dry years they do not start filling back up until January and February. He said that education is really important now.

Ms. Shanahan asked Mr. Elliott and Mr. Huth if they would be willing to go to the Ordinance Committee to discuss creating a permanent Ordinance around water conservation. They both said they intended to do that.

Mr. Keegan asked if there was anything that could be done to increase the capacity of the water sources. Mr. Huth said that water use has been trending down over the last 20 years due to high efficiency appliances, but they would consider trying to increase the capacity if the need arises.

Mr. Tsiranides asked what they can do to get the contaminated wells back on line. Mr. Elliott said they have a consultant and they continue to monitor the wells. He said they were awarded a loan, but there is a three – five year program to do the treatment. Mr. Elliott said they have a total of five wells, but three are off line and have not been used for about a year and a half.

Mr. Sacchinelli asked if they looked into a salination process. Mr. Huch explained that it is a very cost prohibitive process and there are very few plants in the country. Mr. Tsiranides said they looked at it briefly but put the brakes on due to the high cost.

Mr. Heuvelman asked what would trigger boots on the ground. Mr. Huch said the question is who is going to enforce it. He added that as the temperatures drop, people stop using as much water. Mr. Elliott said they have seen a significant drop in water usage.

Mr. Sacchinelli asked if the City can handle the load as it continues to expand. Mr. Huth said he has been speaking with Mr. Kleppin who told him that the demand has dropped from 2010. Mr. Elliott said that the First District has seen a significant drop off in consumption over the last 15-20 years. They are also seeing – close to each other – droughts. The projected increase in demand is very small.

2. Police Update & Discussion

Mr. Sacchinelli explained that some Common Council members had questions. Chief Kulhawik explained that they have had very few complaints from residents and he was not aware of any repeat offenders. As a department, they currently have four openings and expect another one shortly. He said he hoped to fill those positions shortly. The bigger issue is getting the new Officers trained, but they can't be hired until they are trained at the Police Academy.

Mr. Burnett said there is a lot going on in the world and various communities. He asked where they stand with de-escalation training. He said it is a critical, relevant and necessary part of training. He asked Chief Kulhawik if there is a need for additional funding to ensure the Norwalk Police are in the best position to handle any situation that may arise. Chief Kulhawik explained there are three different levels of training the Officers go through. In addition, anytime they train with hands on skills, de-escalation is part of that training. He said that every other year, they bring in a simulator trailer and the Officers are put through different scenarios. Their actions are judged and critiqued.

Chief Kulhawik said that a large number of Officers are trained in crisis intervention which also has de-escalation as part of that training. The goal is to have the whole department trained. He said that a lot can be accomplished using their regular budget, but he said he will reach out regarding additional funding.

Mr. Burnett said that in the spirit of making the Norwalk Police Department an even better department than it is today, providing this training will continue to enhance the services that are provided and the citizens of Norwalk will be the recipients of that training.

Ms. Johnson asked if diversity training is provided. Chief Kulhawik said they were one of the first in the State of Connecticut to use the Fair and Impartial Policing program. In addition, all new Officers get this training at the Police Academy. He said he plans to do a refresher course with all of the Officers. Ms. Johnson asked when the policies would be on the Norwalk Police Department website. Chief Kulhawik said they are on the website under FAQ

Ms. Smyth said that Norwalk is many steps ahead of other departments. She said it was important to recognize that Police violence and issues with Black Lives Matters are symptoms of a problem. She said these are systemic issues and asked what the community could do. Chief Kulhawik explained that oftentimes, people will say the Police need to do a better job, but when he asks for suggestions, he does not get an answer. He said they are doing everything they can think of and are open to any suggestions to make things better.

Ms. Smyth asked if teaming up with Mr. Daniels would provide some insight. Chief Kulhawik said he speaks with him regularly and would be glad to reach out to him.

Mr. Heuvelman thanked Chief Kulhawik for the respect and professionalism he brings to the Norwalk Police force. He said that Norwalk has a quality Police force and asked for a walk-through of the disciplinary process. Chief Kulhawik explained that most complaints are provided by e-mail. He said that 99% of the complaints are minor, but the other complaints go to the Internal Affairs Lieutenant, who reports to him. Once he makes his evaluation, he determines if discipline should be initiated. A hearing is scheduled and the Officer can accept the decision or file a grievance.

Chief Kulhawik said that any time a complaint is made, he has to notify the Union President. The resolution is that it was either a substantiated or unsubstantiated complaint. He said that very few go to the State Labor Board.

Mr. Heuvelman asked at what point does the Police Commission get involved. Chief Kulhawik said that by Contract, they do not get involved; however, for higher levels, he will reach out to the Mayor. He said that by Union Contract, the Chief is the only one who can discipline. He said he answers to the Police Commission and they have the power to discipline him.

Ms. Revolus said that the number one complaint is harassment by the Police. She asked when are ideas looked at or instituted when they are given. She said that the training in the Police Academy should be extended. Chief Kulhawik said that Connecticut has one of the most robust recruit training programs in the country. He said what has helped with perception is the use of body cameras. He said that in most cases, viewing the footage helps ease most concerns. Chief Kulhawik said that Norwalk was one of the first in the State to use body cameras.

Chief Kulhawik said they have School Resource Officers in the schools and he and other Officers are Mentors.

Ms. Revolus asked how many Police Officers live in Norwalk. Chief Kulhawik said that when he last looked, it was 40%. He said it may be higher because their last several new hires were from Norwalk.

Ms. Johnson asked about the new Outreach van and asked why it is black. She said it was an imposing color. Chief Kulhawik said the van was ordered about two years ago. It was a difficult vehicle to obtain. He said that Police vehicles have been black for the last 10-12 years, but the doors were wrapped in white. The wrapping did not hold up and it was costly. About two years ago, they went to gold lettering on the cars, but thought they could do better. He described how the new vehicles will look and said that they received a lot of positive feedback on the van.

Ms. Smyth commended the School Resource Officers and said they do great work and a lot de-escalation of issues. Chief Kulhawik said they have a good relationship with the new Superintendent and are fortunate to have good communication with the schools.

Ms. Revolus said that there are missed opportunities, such as at the bus stops. She said the School Resource Officers are great at the schools, but there are missed opportunities to encourage rapport between the Police and the Community.

Mr. Sacchinelli thanked Chief Kulhawik. Chief Kulhawik asked anyone with questions or concerns to reach out to him.

3. Fire Update & Discussion

Chief Gatto gave a breakdown of the Fire Department staff and said there are 33 Fire Fighters on duty each day. He said that there is a total of 144 personnel in the Fire Department and there are five Stations in the City. Their work schedule is 24 hours on and then three days off. They average 17-19 calls per day.

Mr. Sacchinelli asked if there is anywhere in the City where First Responders come from outside Norwalk. Chief Gatto said that the 761 Main Avenue property is split between Norwalk and Wilton, but Norwalk is always the first responder for Norwalk addresses.

Mr. Sacchinelli asked Chief Gatto if he needs any support from the City. Chief Gatto explained there is a \$15 million radio upgrade that will be incorporated in the next couple of years. He said all their equipment is adequate.

Chief Gatto said they only had one person test positive for Covid-19 and it did not spread.

Mr. Sacchinelli asked if they want additional training. Chief Gatto explained the various trainings they go through, including OSHA mandated training, Sexual Harassment Prevention training and sensitivity training. He said he did not believe they had anything new coming. He said he will let Mr. Sacchinelli know if there are any requests for additional training.

Mr. Burnett said he would be interested in understanding any efforts being made to increase the diversity of the Fire Department to reflect the demographics of the City. Chief Gatto explained that in 2015 the City gave an exam for Norwalk residents. They now have four female and several African American and Hispanic Fire Fighters.

Last year, the City got involved with a consortium along with several other towns. Due to what happened, the Fire Commission did not want to use that list. He said he spoke with several groups in the City and tried to get the word out about testing. He said he is working with the Purchasing Department to develop an RFP to get another agency to come in and give the test to Norwalk residents. The goal is to increase diversity.

Mr. Sacchinelli asked if the water emergency is impacting the Fire Department. Chief Gatto said the fire hydrants are always full. He said every municipality rents the fire hydrants from the water company. He said the Second District Water Company increased the cost to stay in line with other water districts.

Mr. Sacchinelli asked if they could harvest salt water. Chief Gatto said they would have to move the water inland. Logistically, it is easier to hook up to a fire hydrant.

Mr. Sachinelli asked Chief Gatto if there was anything he needed. Chief Gatto said a contract has been written for a new ladder truck. It should be here in about a year. Next year, they are switching from a hydraulic rescue equipment to battery operated, which is stronger. Chief Gatto asked anyone with questions to contact him.

Mr. Sacchinelli said he hopes to have a standardized cadence each month.

4. Health Department Update & Discussion

Ms. D'Amore gave an update on staffing and said they are in the process of filling various positions.

Ms. D'Amore explained that the Health Department is planning to hold a drive through flu clinic in October. They are finalizing the communication materials for this event. They are working on collaborating resources to provide Covid-19 vaccines and contact tracing. Ms. D'Amore said another big initiative is that they are looking at community resources, including food access. She said they are stretched thin working to support the community. She thanked her staff for their incredible hard work.

Mr. Heuvelman thanked Ms. D'Amore and said he was confused by the Governor's announcement that Connecticut is moving to phase 3. He asked for any insight. Ms. D'Amore said the Governor had a press conference today at 4:00 and encouraged everyone to watch. She said she would circulate the link. She said they continue to respond to complaints as they come in.

Mr. Keegan asked if the Health Department would test a quarantined student. Ms. D'Amore said the Health Department does not have the capacity to test but can provide information on where to go for a test. She said that they recommended that anyone in close contact of someone with a positive case get tested, but they should wait five to seven days.

Ms. D'Amore explained that they have a contract with a language line and use it often. They also have staff who are trained in medical translation.

Ms. Revolus asked if the Health Department provides information about holistic health benefits. Ms. D'Amore said they have health education initiatives related to wellness.

Ms. Johnson thanked Ms. D'Amore for the sense of safety and security during this time.

Ms. Sacchinelli asked followed up on the public comments made earlier and asked about aerosols. Ms. D'Amore said she will post the latest public health research on the Health Department's website. She added that Building Management could comment about ventilation.

Mr. Sacchinelli asked about air quality with the additional truck capacity. Ms. D'Amore said she will discuss this with her staff. She also said she can provide data to Ms. Cece.

Mr. Sacchinelli said he made purposely the agenda items very broad. Mr. Heuvelman said he liked the broadness of this format. Mr. Sacchinelli said he will maintain this monthly cadence. He thanked Ms. D'Amore for her leadership.

**** MS. SHANAHAN MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 9:00 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

September 24, 2020
Health and Public Safety Committee
Via Teleconference
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***Norwalk Police Department
Professional Standards Unit***

Memo

To: Common Council

From: Lieutenant Thomas Roncinske Jr.

Date: October 16, 2020

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

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

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

Memo

To: Health and Public Safety Committee

From: Deputy Chief Susan Zecca

Date: October 20, 2020

Re: Common Council Authorization

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

The authorizations are as follows:

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



Field Trial Agreement

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

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

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

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

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

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

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

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

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

Formal Matters.

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

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

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

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

ACCEPTED and AGREED as of _____, 2020

Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____ E-mail: _____

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

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

Title: General Field Trial Agreement for All Products (30 Days)

Department: Legal

Version: 13.0

Release Date: 7/29/2020



Field Trial Agreement

Axon Evidence (Evidence.com) Terms of Use Appendix

- 1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within a Customer's tenant. Agency Content includes Evidence but excludes Non-Content Data.

"Axon Devices" means physical devices from Axon, including TASER Smart Weapons and Cartridges, Axon Docks, Axon Cameras, and Axon Signal.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Agency Content.

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

Axon Auto-Tagging Appendix

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

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

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



Field Trial Agreement

Axon Aware Appendix

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

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

Chapter 20. Bike/Walk Advisory Commission

[HISTORY: Adopted by the City of Norwalk Common Council 8-8-2017. Amendments noted where applicable.]

§ 20-1. Composition; appointment; terms; vacancies; compensation.

- A. The Bike/Walk Advisory Commission shall be composed of seven members to be nominated by the Mayor and approved by the Common Council. The minimum qualifications for membership is that an individual must be an elector of the City of Norwalk. The Mayor shall designate one of the seven members as Chairman. Each member of the Commission shall be appointed for a term of three years, and terms shall be staggered. The terms of the initial members shall be as follows: two members with terms to expire June 30, 2018; three members with terms to expire June 30, 2019; and two members with terms to expire June 30, 2020. Thereafter, the terms for all members shall be for three years commencing on July 1. The Commission may, upon a majority vote, request that the Mayor remove any member who is absent from three or more meetings in any twelve-month period. Any vacancy shall be filled by the Mayor with the approval of the Common Council for the unexpired term of the member whose place shall become vacant. Members shall serve without compensation.
- B. The Chief of Economic and Community Development, the Chief of Operations and Public Works, the Director of the Health Department, the Executive Director of the Redevelopment Agency, the Police Chief, and the Transportation Planner, or their respective designees, shall each serve ex officio without a vote. Staff support shall be provided by the Economic and Community Development Department.
[Amended 10-22-2019]

§ 20-2. Purpose; powers and duties.

- A. The Bike/Walk Advisory Commission supports bicycling and walking as safe, accessible, and sustainable forms of transportation and recreation that increase the City of Norwalk's livability and economic vitality, and improve public and environmental health.
- B. The purpose of the Commission shall be to:
 - (1) Promote complete streets programs and facilities for bicycles and pedestrians in the City of Norwalk;
 - (2) Review, promote, and update the City of Norwalk's Master Bicycle Plan;
 - (3) Review, promote, and update the City of Norwalk's Pedestrian Plan;
 - (4) Review and provide advice in the implementation of the transportation component of the Plan of Conservation and Development; and

- (5) Review and provide advice on transportation and other projects having an impact on walking and biking in the City of Norwalk from the earliest stage possible.

C. The Commission may also:

- (1) Coordinate and promote public awareness campaigns, education, and events related to bicycle and pedestrian issues; and
- (2) Conduct research and seek grants in furtherance of its purpose.

D. The Commission shall provide annual reports to the Common Council of the City of Norwalk to summarize the Commission's work over the course of the year.

E. In no event shall the acts or proposed acts of this Commission conflict with the lawful designated duties of any other body or commission of the City of Norwalk.

2019-2020 Bike/Walk Commission Strategic Plan

Mission Statement: Support bicycling and walking as safe, accessible, and sustainable forms of transportation and recreation that increase the City of Norwalk's livability and economic vitality and improve public and environmental health.

Goals:

1. Promote Complete Streets programs and facilities for bicycles and pedestrians in the City of Norwalk

1.1 Complete east/west and north/south bike route connections

1.1.1 Work with DPW to have the bike lanes and sharrows implemented

1.2 Continue working to bring a bike share program to Norwalk

1.2.1 Support the City's effort for a rollout with 10 stations and 50 bicycles by October 2019.

1.2.2 Support the City's effort for a rollout of an additional 10 stations and 50 bicycles by April, 2020.

2. Review, promote, and update the City of Norwalk's Master Bicycle Plan

2.1 Determine the need for additional sheltered bicycle parking and/or a secure location at city-owned facilities

2.1.1 Identify specific sites for additional bicycle parking

2.1.2 Work with the City to add the sites identified in 2.1.1

3. Review, promote, update and implement the City of Norwalk's Pedestrian Plan

3.1 Focus on pedestrian safety near schools

3.1.1 Gather information to prioritize needs among the schools

3.1.2 Work with the City to implement improvements from 3.1.1

4. Review and provide advice on transportation and other projects having an impact on walking and biking in the City of Norwalk from the earliest stage possible

4.1 Work with other City agencies to implement the portions of the POCD assigned to the Bike/Walk Commission.

4.1.1 Determine the portions scheduled for the current fiscal year.

4.1.2 Coordinate efforts with the others responsible for current fiscal year.

5. Coordinate and promote public awareness campaigns, education, and events related to bicycle and pedestrian issues

5.1 Participate in at least four community outreach events

5.2 Continue to update the Commission's website and social media with relevant content

5.2.1 Review website content quarterly and update as needed.

5.2.2 Update social media at least monthly

5.3 Send a minimum of four news releases to the media

5.3.1 Work with the City's Communications Manager/Grants Coordinator to send news releases

6. Research funding opportunities to support the mission of the Commission

6.1 Apply for a minimum of two grants

6.1.1 Work with City's Communications Manager/Grants Coordinator and other City staff to apply for a minimum of two grants.

2020-2021 Bike/Walk Commission Strategic Plan

Mission Statement: Support bicycling and walking as safe, accessible, and sustainable forms of transportation and recreation that increase the City of Norwalk's livability and economic vitality and improve public and environmental health.

Goals:

1. Promote Complete Streets programs and facilities for bicycles and pedestrians in the City of Norwalk

1.1 Complete east/west and north/south bike route connections

1.1.1 Work with DPW to have the bike lanes and sharrows implemented

2. Review, promote, and update the City of Norwalk's Master Bicycle Plan

2.1 Determine the need for additional sheltered bicycle parking and/or a secure location at city-owned facilities

2.1.1 Identify specific sites for additional bicycle parking

2.1.2 Work with the City to add the sites identified in 2.2.1

3. Review, promote, update and implement the City of Norwalk's Pedestrian Plan

3.1 Focus on pedestrian safety near schools

3.1.1 Gather information to prioritize needs among the schools

3.1.2 Work with the City to implement improvements from 3.1.1

4. Review and provide advice on transportation and other projects having an impact on walking and biking in the City of Norwalk from the earliest stage possible

4.1 Work with other City agencies to implement the portions of the POCD assigned to the Bike/Walk Commission.

4.1.1 Determine the portions scheduled for the current fiscal year.

4.1.2 Coordinate efforts with the others responsible for current fiscal year.

4.2 Provide input to update of 2012 Transportation Plan

5. Coordinate and promote public awareness campaigns, education, and events related to bicycle and pedestrian issues

5.1 Participate in at least four community outreach events

5.2 Continue to update the Commission's website and social media with relevant content

5.2.1 Review website content quarterly and update as needed.

5.2.2 Update social media at least monthly

5.3 Send a minimum of four news releases to the media

5.3.1 Work with the City's Communications Manager/Grants Coordinator to send news releases

5.4 Post a minimum of one article to <https://tomorrow.norwalkct.org/> per quarter

6. Research funding opportunities to support the mission of the Commission

6.1 Apply for a minimum of two grants

6.1.1 Work with City's Communications Manager/Grants Coordinator and other City staff to apply for a minimum of two grants.