

HEALTH AND PUBLIC SAFETY COMMITTEE
MEETING AGENDA
February 27, 2020
7:00 PM, ROOM 231 City Hall

I. Welcome and Roll Call

II. Approval of January 23, 2020 Minutes

III. Public Participation

IV. New Business

Action Items

Police Department

1. Authorize the Mayor Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut Department of Transportation, in the amount of \$49,669.92. Account to be determined.
2. Authorize the Police Chief Thomas Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the State of Connecticut Department of Transportation High Visibility Distracted Driving Grant, pursuant to such grant funding.
3. Authorize the Purchasing Agent, Sharon Conners, to execute a purchase order on behalf of the Police Department, to CI Technologies for the purchase of IAPRO software as per Sole Source procurement request, for an amount not to exceed \$12,200.00. Account #013049-5234.
4. Authorize the Police Chief Thomas Kulhawik to execute any and all agreements, documents or amendments as may be necessary to implement IAPRO on a sole source procurement basis.
5. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to execute a service agreement with LexisNexis Coplogic Solutions, Inc.
6. Authorize the Mayor, Harry W. Rilling, upon recommendation and review by the Corporation Counsel and/or Assistant Corporation Counsel to execute Memorandum of Understandings between the Norwalk Police Department and other agencies for the purpose of permitting other agencies to use and access the Norwalk Police Department firing range for training purposes.

Discussion Items

1. Coronavirus Disease 2019 (COVID-19)

V. Old Business

Discussion Items

1. Bullying

CITY OF NORWALK
HEALTH AND PUBLIC SAFETY COMMITTEE
January 23, 2020

ATTENDANCE: Nick Sacchinelli, Chairman; Dominique Johnson; Thomas Keegan;
Lisa Shanahan

STAFF: Deanna D'Amore, Director of Health

OTHERS: Erica DePalma, Board of Education; Paul Sotnik; DPW Senior
Engineer; Lori Keegan; Mike Mushak; Officer Stephane Smarth

I. WELCOME - ROLL CALL

Mr. Sacchinelli called the meeting to order at 7:00 p.m. and stated that the above members were in attendance and there was a quorum present.

II. PUBLIC PARTICIPATION

Mr. Mushak- 50 Elmwood Avenue

Mr. Mushak stated that he is representing the leadership St. Paul's Church and is here to address the street light installation at the corner of St. Paul's Place and Park Street. He said there is not a light on the corner pole and is the only pole on the green that has no light and is a public safety issue. There are a lot of evening events held at the church and there are a lot of mobility challenged people that go to the church and are very concerned about their safety. There are no residents within 100' so he sees no downside to having a street light installed and requested that the committee approve the installation of the streetlight.

Lori Keegan

Ms. Keegan stated that she has been championing school bullying for the past five years. She provided an overview of what she has been doing in the schools and said she has become friends with Stephane Smarth who is a police officer in Stamford who had started a bullying proofing program in 2013 and he is very well known in the Stamford school system.

III. NEW BUSINESS

Action Items:

Public Works

1. AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO HAVE EVERSOURCE ELECTRIC TO INSTALL ONE (1) NEW STREET LIGHT ON THE EXISTING UTILITY POLE AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ST. PAUL'S PLACE AND PARK STREET IN ACCORDANCE WITH THE ATTACHED PLAN AT AN APPROXIMATE COST OF \$20 PER MONTH, TO BE PAID FOR FROM ACCOUNT NO. 014021-5241.

Mr. Sotnik said that Public Works had received a request from Mr. Mushak and Mr. Westmoreland to install a light at the intersection of St. Paul's Place and Park Street and it is a reasonable request from a safety point of view and would be supported by DPW. He said because this is on First Taxing District property he contacted Mr. Di Gangi who is the General Manager and he stated that he would be willing to take it to his commission in support of the installation if approved by this committee and the Common Council. Mr. Keegan asked Mr. Sotnik if he is reasonably sure the light won't effect any of the residents. Mr. Sotnik said it should not because it will only light up the intersection but if they do get any complaints Eversource can put a shield on it to keep the light concentrated in the intersection. Mr. Sacchinelli asked if there is a need to add any additional light in the area. Mr. Sotnik said not that he is aware of and he has not received any additional requests for additional lighting.

**** MS. MOVED TO APPROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

IV. OLD BUSINESS

Discussion Items:

1. Bullying

Mr. Sacchinelli provided an overview on what the former committee had been working on in regards to bullying and said he wants to approach the minors and the impact to them and more specifically wants to look at cyberbullying. He said there is certain purview and the Board of Education does the best they can do address the issue but from an enforcement standpoint there are very limited things that can be done to enforce something that did not lead to an incident. He said the goal is not to tell the parents how to parent, but there needs to be a level of awareness for parents and he would like to discuss if there are measures that can be put in place in advance of an

incident, and to have clear guidelines in place if we choose to move forward and which city body would be the enforcer and to also be in step with the Board of Education. Ms. Johnson asked what policy is currently in place. Mr. Sacchinelli there is currently nothing in place as far as enforcement.

Ms. DePalma said that there is a new state law regarding bullying that shifts the definition to include only one incident. She said that one in three students are bullied in some form by their peers and in Norwalk equates to 3,950 students that will be victims to bullying. It causes lasting physical and mental harm and the FBI.gov has said that 75% of school shooting have been linked to harassment and bullying. She said that she works in marketing and the advertising committee has rallied behind this media and will be beneficiaries and will figure out how to steward it in a responsible way for both children and adults. Her agency embarked on finding a partner that was leaning in on this subject and using evidence based solutions to support schools. She provided a background on the agency and they will come in and help schools to write policies, proclamations and interventions protocols and is a 360 approach and the solutions team is peer to peer so that education carries with them as they move through the system, and also trickles down to their siblings. She presented proclamations that have been written for other districts.

Mr. Sacchinelli said the committee will be looking at this with two perspectives and one will be to align with the Board of Education as best as possible and to support their goals, and also how the enforcement will be handled and to create a policy that is meaningful and enforceable and suggested there be a goal set. Mr. Keegan said the state statute states that everyone in the school will be trained to recognize bullying and that may be the disconnect in our city and suggested the definition of bullying be simplified. Ms. Johnson said there are other states that have a more progressive definition of bullying and Connecticut is aggressive but not as aggressive as some other states and suggested that be looked to see what kind of leniency we have given with the constraints we have. She said moving forward we will need to draw on the evidence based research regarding cyber bullying because it is a public health crisis and epidemic.

Officer Smart said that he is a police officer in Stamford and that he had started a non-profit organization called bully proofing and it initially started in 2013 in response to a student's passing. He provided an overview of his program and said that they will still give the resources on how to prevent bullying but their approach will be to build self confidence in the victims and the bullies.

Mr. Sacchinelli asked the committee if there is consensus to move forward with this. The committee all agreed to move forward. Ms. Shanahan suggested having a joint committee meeting with the Ordinance Committee. Mr. Sacchinelli agreed but said that would be at a later date once there is something to offer the committee. Ms. Shanahan requested the baseline of what the school policies are that are currently in place and to have the Common Council understand what the state and federal law to figure out how to go from there.

2. Potential Preparedness Community Awareness

Ms. D'Amore said that a preparedness event was held in Bridgeport focusing on zombies. Mr. Sacchinelli said that Norwalk has a lot of great events such as the Touch a Truck for the younger kids and there is outreach for the senior community, but there is a gap in the middle and high school age kids but they are also the most at risk demographic group and have the most expansive realm of communications. There is a need for awareness and preparedness and there may be a better delivery methodology to this specific demographic. He said one thing other communities have been doing events such a zombie apocalypse and the concept would be to hold an event in the fall and that it might promote attendance in that age range that they are looking to have outreach to and to create a level of awareness of the services that Norwalk already provides and that they have access to. Ms. Johnson said she would be very interested for the committee to see the event that Bridgeport had and the success rate the other communities have had with their events and the feedback they have received. Mr. Keegan asked if just one event will be held to cover all topics and suggested a hands on only CPR class and will help people to understand that they can help save a life. Mr. Sacchinelli said the thought is to hold the initial event and have a signup sheet for other events that they may offer, and that he has approached the head of the Norwalk High Student Council to attend one of the committee meeting to help us understand what might interest them to come out to an event. Mr. Sacchinelli suggested if the committee decides to move forward with an event that there be a subcommittee formed to focus on it and asked the committee if they are interested in moving forward with the Zombie apocalypse idea. The committee all agreed to move forward.

Mr. Sacchinelli said if anyone on the committee has anything that they would like to include on the agenda based on comments they receive from their districts to contact him. Ms. Johnson said she would like to include pedestrian visibility as a topic of discussion.

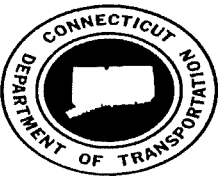
V. ADJOURNMENT

**** MR. KEEGAN MOVED TO ADJOURN.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Dilene Byrd
Telesco Secretarial Services

	FY 2020 HIGHWAY SAFETY PROJECT APPLICATION		CT-DOT/HSO	
	CT DEPARTMENT OF TRANSPORTATION		FORM	DDHVE GRANT
	SHADED AREA FOR HSO USE ONLY		CFDA #	20.616
			HSO Stamp	
	PROJECT NO:	0200-0745-2-		
REVISION: January 1, 2020	PROGRAM AREA:	405 e-2 (M8DDLE)		
EXPIRES: September 30, 2020	PROGRAM AREA DESCRIPTION:	Distracted Driving High Visibility Enf.		
ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.				
PROJECT TITLE:				
FY 2020 Distracted Driving High Visibillity Enforcement				
GOVERNMENTAL UNIT: City of Norwalk Connecticut			ADDRESS OF GOVERNMENTAL UNIT: 125 East Ave. Norwalk CT.	
APPLICANT: Norwalk Police Department			ADDRESS OF APPLICANT: 1 Monroe St. Norwalk CT	
FEIN: 06-6011881	DUNS NUMBER: 801403218	ANTICIPATED PROJECT STARTUP DATE: April 1, 2020		
APPROVED PROJECT PERIOD: (mm/dd/yyyy) FOR HSO USE ONLY				
FROM:		THROUGH:	August 15, 2020	
PROJECT DIRECTOR:		TITLE:	TELEPHONE NUMBER:	
Thomas Roncinske		Lt. Grant Manager	203-854-3007	
			FAX NUMBER:	
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:	
		1 Monroe St. Norwalk CT. 06854	troncinske@norwalkct.org	
FINANCIAL OFFICER:		TITLE:	TELEPHONE NUMBER:	
Chitsmay Lam		Comptroller	203-854-7701	
			FAX NUMBER:	
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:	
		125 East Ave. Norwalk CT. 06851	clam@norwalkct.org	
AUTHORIZING OFFICIAL:		TITLE:	TELEPHONE NUMBER:	
Harry Rilling		Mayor	203-854-7701	
			FAX NUMBER:	
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:	
		125 East Ave. Norwalk CT. 06851	hrilling@norwalkct.org	
APPROVAL -- FOR HSO USE ONLY				
FISCAL REVIEW COMPLETED BY:		PROJECT MANAGER REVIEW COMPLETED BY:		DATE:
Christine Biske		Phyllis DiFlore		
DATE:		PROGRAM COORDINATOR REVIEW COMPLETED BY:		DATE:
		Joseph T. Cristalli, Jr.		
REQUESTED AMOUNT	\$49,669.92	GOVERNOR'S HIGHWAY SAFETY REP:		DATE:
HSO APPROVED \$				
TOTAL ALLOTTED:		Thomas J. Maziarz		

PROJECT TITLE		APPLICANT	
FY 2020 Distracted Driving High Visibillity Enforcement		Norwalk Police Department	
		ACTIVITIES	PAGE 1 OF 3

ACTIVITIES:	
The following enforcement parameters will be required of participating municipal law enforcement agencies: ○ Spotter-type enforcement strategy – Spotter type enforcement is required unless other enforcement strategies are described in HS-1 in detail to plan enforcement schedules and strategies. This must be pre-approved in HS-1 grant application. ○ Spotter type enforcement can be done in teams or individually. Please note – spotter -self initiated is not roving. Rather, this category involves an officer choosing a strategic, covert location advantageous to the observation of all types of hand held mobile phone use. When this behavior is observed, the officer then “self-initiates” the stop. ○ Non-spotter type enforcement explanation: ○ Enforcement Schedule ▪ Daytime Enforcement – Daytime enforcement changes with seasonal patterns. Enforcement must take place during daylight hours ▪ 7 days per week eligible ▪ Minimum of 4 hours shifts/Maximum 8 hour shifts ▪ Must include at least 1 AM/PM peak drive time (7am-10am/3pm-5pm seasonal) on weekdays. If possible the HSO would encourage both the AM/PM peak drive times as enforcement times but agencies must enforce during at least 1. ○ Enforcement Locations • Enforcement areas should include intersections and other areas where traffic naturally slows. Enforcement locations should be included in grant applications with narrative for rationale as to why locations were chosen (*example – CT statute makes manipulating a hand held mobile device at a traffic sign or signal a violation) ○ Enforcement Schedule ▪ Spring Wave: April 1 to April 30, 2020 ▪ Summer Wave: August 1 to August 15, 2020 ○ Personnel ▪ Minimum of 2 Officers/Maximum of 8 Earned media participation: • Participating agencies are required to take part in earned media activity related to DDHVE. This could include the following: ○ Hosting a kick-off press event ○ Conducting ride-alongs or interviews with media at enforcement locations ○ Notification of media outlets through the use of interview opportunities, press releases and media advisories ○ Cooperation with the HSO earned media contractor including: ▪ Distribution of press releases ▪ Use of Approved Talking points ○ Creation and submission of earned media activity with reimbursement documentation	

PROJECT TITLE	APPLICANT	
FY 2020 Distracted Driving High Visibillity Enforcement	Norwalk Police Department	
	ACTIVITIES	PAGE 2 OF 3

ACTIVITIES CONTINUED: LOCATION & JUSTIFICATION

****Press "ALT"&"Enter" together to insert new line**

List proposed enforcement locations and provide a justification for each location.

The Norwalk Police will be using the team approach as recommended by the State of Connecticut Department of Transportation for enforcement of distracted driving and hand held electronics statutes. This type of enforcement was successful in previous years as in 2014 Norwalk officers issued 404 infractions for hand held electronic devices and an additional 65 infractions for other motor vehicle violations for a total of 469 infractions. In 2015, 728 infractions were issued for hand held electronic devices with an additional 161 for other violations for a total of 889 infractions. In 2016, 526 infractions were issued for hand held electronic devices with an additional 127 infractions for other violations for a total of 653 infractions. In 2017, 542 infractions were issued for hand held electronic devices with an additional 56 infractions issued for a total of 598 infractions. In 2018, 576 infractions were issued for hand held electronic devices with an additional 61 infractions issued for a total of 637 infractions. In 2019, 528 infractions were issued for hand held electronic devices with an additional 76 infractions issued for other motor vehicle offenses for a total of 604 infractions.

The locations listed below were chosen for high traffic volumes with congestion, high accident rates and or pedestrian cross walk areas:

West Avenue – Medium to generally very heavy traffic with numerous businesses, multiple apartment and condominium complexes. "The SoNo Collection" which is the last major mall to be built in the country is open and in its final stages of construction. This is creating high levels of pedestrian activity.

Route 136 at East Avenue – This is both a part of the route for commuters avoiding I95 congestion, creating congestion in an already busy heavily trafficked area with businesses and driveways along the streets, including one of Norwalk's three Metro North railroad stations.

Route 1 (Connecticut Avenue) – This highway generally has heavy commuter traffic from 7AM to 7PM. It is a main route for commuters avoiding I95 that also has exits and entrances for I95. It is currently the largest retail and shopping area for Norwalk and surrounding towns with numerous box stores, grocery stores, and other retail operations. Connecticut Avenue was the location of a long term DOT improvement project.

North Main Street at West Avenue – This is one of the busiest intersections and highways in and out of the South Norwalk District and Railroad Station. The highway is lined with businesses & restaurants with on street parking and pedestrian traffic crossing the highway.

Main Avenue – This highway is lined with large office and corporate buildings and carries a very high volume of traffic, especially during morning and evening rush hours. It has retail and restaurants spread over its two miles. Main Avenue is the route to the Merritt Parkway for Norwalk traffic. This highway includes the frequently bottlenecked intersection of Grist Mill Road and Main Avenue.

Route 1 (North Avenue) – This section of Route 1 narrows to one lane in each direction for three city blocks between East Avenue and Main Avenue. The volume of traffic is nearly always high in this bottleneck.

All of the above locations have been scouted for safe areas for police vehicles to pull off of the main travel portion of the highway. This will allow officers to work in a relatively safe environment without hampering vehicular traffic.

ACTIVITIES CONTINUED:

****Press "ALT"&"Enter" together to insert new line**

Explain your type of enforcement.

Officers, while working in groups of 4-6 at any one time, will be responsible for their own spotting and self initiating of stops based on their personal observations which will then be included in their written reports, thus streamling the prosecution procedure if necessary.



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February 19, 2020

Lieutenant Bruce Hume
Norwalk Police Department
Email: bhume@norwalkct.org
Off: 1.203.854.3007

Lieutenant Hume,

Thank you for your interest in our IAPro software for use by the Norwalk Police Department. I have prepared the below price quote covering the costs associated with implementing IAPro at your agency.

If you have any questions on this, please let me know.

IAPro Price Quote

Item	Purchase costs
IAPro Professional Standards software • Unlimited number of users • Installation • Pre-Load of employee information	\$ 10,000.00
2.5 Days On-Site Training • IAPro User training • System Configuration with core users	\$ 2,400.00
Travel Expenses for Trainer	\$ Included
Total for IAPro Software and Services	\$ 12,400.00

Annual Maintenance Commencing the 2 nd Year of Ownership	
IAPro	\$ 2,000.00

Annual Maintenance

The first year of annual maintenance is provided free of charge. Thereafter annual maintenance is provided on a year-to-year basis and can be discontinued at any time.

IAPro

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The agency's annual maintenance cycle will not commence until training occurs. The first twelve (12) months of annual maintenance is provided free of charge.

Unless requested otherwise by the agency, the first maintenance invoice will be prorated to bring the agency's invoice cycle up to a January thru December calendar year. Thereafter, annual maintenance is invoiced on a calendar year basis, and will be disseminated each year in January.

CI-Technologies may raise the annual maintenance by 2% every third year or periodically.

Annual maintenance includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the IAPro software and if purchased BlueTeam.

Important Note

The purchase of the IAPro system does not include hardware, OS licensing or SQL Server licensing. Most agencies that purchase IAPro have an existing server with existing Microsoft SQL Server licensing. IAPro can be installed on your existing hardware and within your existing SQL Server instance.

BlueTeam Field Support Service application

The BlueTeam Field Support Service application is an adjunct application that is used by some IAPro customers. It is designed for entry of use-of-force, complaint, vehicle accident and pursuit incident types by field and supervisory level personnel. It supports the review and approval process with routing up the chain of command. **Note: BlueTeam software is a separate and additional cost.*

Employee Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPro database, prior to installing IAPro at your agency. This is a one-time service offered at no additional cost.

Training

IAPro and BlueTeam training is conducted by one of our training specialists.

Each IAPro training specialist is a current or former law enforcement member with extensive Professional Standards experience.

IAPro

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IAPro training is oriented towards hands-on usage. To this end, a special “training” version of IAPro is installed on each workstation used for training. This is a full-featured version of IAPro with demo/training database installed on the workstation hard drive. It is strongly recommended that there be one trainee per training workstation. An LCD projector is also needed for training.

If the BlueTeam software is purchased, training is typically coordinated subsequent to the IAPro training to allow agency staff ample time to become familiar with IAPro prior to deploying BlueTeam for agency wide use.

HR Integration

If quoted in this proposal, the HR Integration process will be written as a SQL Stored procedure and will integrate data from an existing SQL Server data source containing the needed employee data elements.

* The integration process will bring in data elements that map to existing data elements within IAPro. New data elements will not be added.

See the “HR Integration Overview” document for details on this process.

Optional Data Migration Services

CI Technologies offers data migration services whereby we can move data from your Department’s existing Professional Standards/Internal Affairs database to the IAPro database as part of the implementation of our software.

If you are interested in this option, please contact us so that we can evaluate your existing database and system and determine costs.

Pricing for this service can **only** be provided after an analysis of your existing database(s).

Considerations Regarding our Solution

Several aspects of our solution are distinctive and set us apart from our competitors.

They are:

- Unlimited use licensing - there are no additional or hidden additional licensing costs

IAPro and BlueTeam pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of

IAPro

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workstations the applications can be run on. This ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements.

- A three-day annual user's conference is offered to our customers

Each year since 2004, CI Technologies has hosted an Annual Users Conference for our IAPro and BlueTeam customers. Our most recent conference held in San Diego, CA. saw over 450 attendees. Each conference consists of a multi-track format that includes tracks for beginner-level users, advanced users, and users with specialized interests such as early intervention and accreditation. Are 2020 Conference will be held in Anaheim California.

- Our growing customer base, including

Over 800 public safety agencies in the US, Canada, Australia and New Zealand currently run IAPro and IAPro with BlueTeam. These agencies range in size from major customers such as Seattle Police, to one person Professional Standards Units. The size and breadth of our customer base reflects our leading position in the Professional Standards software marketplace.

IAPro

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Purchase Orders

Training and installation are scheduled on a first-come-first-served basis.

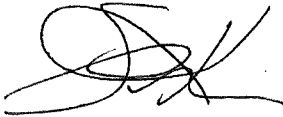
Due to our current sales backlog, we request to be notified as soon as possible once a purchase decision has been made. Please be sure to fax any purchase orders to us at 800.620.8504 for expeditious handling of your order.

This price quote will remain in-effect through March 2021

Please call or email if you need additional information or have any questions.

Thank you again for your interest and consideration!

Best Regards,



Steve Kenney
Solution Specialist
CI Technologies, Inc.

skenny@iapro.com
1.800.620.8504 x723

SOLE SOURCE PROCUREMENT REQUEST

Date - October 31, 2019

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

IA Pro Internal affairs tracking software

This purchase qualifies as a Sole Source procurement for the following reason(s):

☐ The compatibility of equipment is of paramount consideration.

☐ The compatibility of accessories, replacement parts is of paramount consideration.

☐ The sole supplier's item is needed for trial use or testing.

☐ The sole supplier's item is to be produced for resale or donation.

☐ A Public utility service

☒ Other, please explain -

Professional expert opinion of Attorney Eric Daigle who identified this system as "State of the Art"

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

Attorney Eric Daigle

Southington, CT

1-860-270-0060

Eric.Daigle@DaigleLawGroup.com

See additional attached documentation

Department Head's Signature

Li Dittme - NPD

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

This request for a sole source purchase

Signature

Signature



LexisNexis®

Coplogic™ Solutions

Dear Thomas E. Kulhawik

Thank you for your valued relationship with LexisNexis Coplogic Solutions Inc. (Coplogic). We appreciate your business and customer service is of the utmost importance to us. You are receiving this email because we have identified language in our existing services agreement ("Agreement") with you that may be unclear with respect to automobile crash reports sold by Coplogic.

Coplogic's affiliate (LexisNexis Claims Solutions Inc.) purchases automobile crash reports from law enforcement agencies in the ordinary course of their business. Usually it purchases crash reports to provide those reports and the information in them to its insurance company customers or other business customers. LexisNexis Claims Solutions purchases those reports both directly from agency desks and from Coplogic eCommerce web portals (which are currently buycrash.com and policeports.lexisnexis.com).

Coplogic does not interpret our Agreement with you to require the payment of agency fees after someone, including a Coplogic affiliate or a third party, purchases a crash report even when the purchaser resells previously purchased crash reports or data components from those reports.

For example, LexisNexis Claims Solutions might buy a crash report to provide to insurance company A. An agency fee is paid to you in connection with that purchase. However, if insurance company B later requests the same crash report from the affiliate, then LexisNexis Claims Solutions may sell the report to insurance company B out of its previously paid for inventory and an additional agency fee is not paid. Likewise, an agency fee would not be paid if an affiliate includes data components (e.g., VINs) from an already purchased report, in another product that is later sold to the affiliate's customers. This is not a new practice and it is consistent with the practice of many records departments of law enforcement agencies, which generally do not restrict or require reimbursement for subsequent sales of crash reports that have been purchased directly from those records departments.

There have been some questions concerning the payment structure described above, so we have updated our standard services agreement to clarify when law enforcement agencies will be paid an agency fee for the sale of a crash report or its components. We are also modifying existing services agreements and orders to provide this same clarity.

We are requesting that you review the enclosed modification to your Agreement and sign and return it to Coplogic.Agreements@LexisNexisRisk.com. If you have any questions, please contact me Patti Greer at 937.329.7428 . We appreciate your assistance in this regard and look forward to our continued relationship.

Respectfully,
Patti Laney Greer
Client Services
Coplogic Solutions
LexisNexis Risk Solutions
937.329.7428 Direct
patti.greer@lexisnexisrisk.com

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated 11/27/2019 ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and Norwalk Police Department, with its principal place of operations at 1 Monroe Street, Norwalk, CT, 06851 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. SCOPE. Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 License Grant and License Restrictions.** Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
 - c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
 - d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2 Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination

constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

4.2.1.2. When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or

4.2.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

4.2.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. **RETENTION / DISTRIBUTION.** For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the eCommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws and regulations. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the eCommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may

CONFIDENTIAL AND PROPRIETARY INFORMATION OF LEXISNEXIS

download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.2. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.3. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.4. Privacy Principles. Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.5. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.
- 7.6. Additional Requested Terms and Conditions. Provider acts on behalf of Agency in carrying out Agency’s obligations to provide public access to vehicle accident reports under applicable public record laws. Provider will accordingly follow the instruction and direction of Agency in fulfilling requests for Agency’s Reports. Should Agency require any specific terms and conditions for the disclosure or use of Reports on Provider’s eCommerce web portal beyond the terms and conditions otherwise defined herein, including any conditions relating to compliance with any laws restricting the disclosure, obtainment or use of Agency’s Reports, Agency will notify Provider within three (3) business days of Agency’s decision. Otherwise, Provider will rely on Agency to determine that all legal conditions relating to the disclosure, obtainment, and use of Agency’s Reports have been met when Agency authorizes Provider to disclose Agency’s Reports to Authorized Requestors on Provider’s eCommerce web portal pursuant to this Agreement.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. “Confidential Information” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted



under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.
- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. **PROVIDER AUDIT RIGHTS.** Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. **REPRESENTATIONS AND WARRANTIES.** Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. **LIMITATION OF WARRANTY.** FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the “indemnified parties”) against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys’ fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the “indemnifying parties”); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider’s entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by provider from agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant services are made available at no cost to agency, then in no event shall Provider’s liability to agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider’s gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. For purposes of this Agreement, “Affiliate” means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties’ respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



- 16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.
- 16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Connecticut excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Norwalk Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: Thomas E. Kulhawik

Printed Name: Roy Marler

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
- (iv) if required by law, or in Provider's discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
- (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Order No. 1 eCommerce Services

This Order No. 1 ("Order") is entered into this 27th day of November , 2019 ("Order Effective Date") between Norwalk Police Department ("Agency") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective 11/27/2019 ("Agreement") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:
 - 3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports
 - 3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider; and
 - 3.3. Provide Report retention and distribution services as set forth in Section 5 of the Agreement
 - 3.4. Other Services: _____
4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.
5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is One and 00/100 Dollars (\$\$1.00). There shall be no fee to Agency for the Services.
 - 5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
 - a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
 - c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
 - d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.



LexisNexis®

Coplogic™ Solutions

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Norwalk Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: Thomas E. Kulhawik

Printed Name: Roy Marler

Title: _____

Title: _____

Date: _____

Date: _____

Certificate Of Completion

Envelope Id: 79A47A657F5B407FB0C85986EDBC971D

Status: Sent

Subject: Services Agreement Modification

Source Envelope:

Document Pages: 11

Signatures: 0

Certificate Pages: 1

Initials: 0

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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Coplogic Solutions

9443 Springboro Pike

Miamisburg, OH 45342

coplogic.agreements@lexisnexisrisk.com

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Record Tracking

Status: Original

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Location: DocuSign

11/27/2019 9:24:33 AM

coplogic.agreements@lexisnexisrisk.com

Signer Events

Signature

Timestamp

Thomas E. Kulhawik

tkulhawik@norwalkct.org

Security Level: Email, Account Authentication
(None)

Signature Provider Details:

Signature Type: DS Electronic

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 11/27/2019 9:24:38 AM

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Viewed: 2/3/2020 11:29:35 AM

Roy Marler

Roy.Marler@lexisnexisrisk.com

Security Level: Email, Account Authentication
(None)

Signature Provider Details:

Signature Type: DS Electronic

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/16/2019 7:26:04 AM

Payment Events

Status

Timestamps