



## **REGULAR MEETING – PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE AGENDA**

**JUNE 25, 2026, 7:00 PM  
BY ZOOM VIRTUAL MEETING**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at [norwalkct.gov/meetings](https://norwalkct.gov/meetings).



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial \*9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also 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 by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Michele DeLuca at [mdeluca@norwalkct.gov](mailto:mdeluca@norwalkct.gov) with the subject line "Public Comment" to provide written public comment prior to the meeting.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ACCEPTANCE OF MINUTES**
  - A. Regular Meeting: [May 28, 2026 Minutes](#)**
- IV. PUBLIC PARTICIPATION**
- V. OLD BUSINESS**
- VI. NEW BUSINESS**
  - A. Police:**

- 1. Authorize the Norwalk Police Department to utilize a Noncompetitive Procurement Justification Form with Whelen Engineering Company for the**

**purchase of a master service agreement commencing on May 22, 2026 and ending on May 21, 2027, in the amount of \$23,570.64. Funding is currently available in Munis Account #013022-5329.**

**B. Police**

- 1. Authorize Mayor, Barbara Smyth, to execute a fourth amendment to the Memorandum of Agreement by and between Recovery Network of Programs, Inc. and City of Norwalk commencing on July 1, 2026 and ending June 30, 2027 in the amount of \$318,600.00 to be paid from account #013026-5258.**
- 2. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to the Recovery Network Program utilizing NPD account #013026-5258 based on the availability of funds not to exceed \$318,600.00.**

- C. Authorize the Norwalk Police Department to utilize a noncompetitive procurement justification form with Vector Solutions, Frontline Public Safety Software for the purchase of training software with a one-year support subscription commencing on July 1, 2026 and ending on June 30, 2027. The total amount is \$13,490.00. Funding is currently available in Munis Account #013022-5329**
- D. Presentation concerning reduction of City of Norwalk workforce positions in the 2026-2027 fiscal year budget.**

**VII. DISCUSSION**

**VIII. ADJOURNMENT**

**UPCOMING MEETINGS**

# Memo

**To:** City Council and Public Safety and General Government Committee  
**From:** Deputy Chief Melissa Lepore  
**CC:**  
**Re:** Sole Source Procurement of Whelen Cloud Platform- Master Service Agreement  
**Date:** June 18, 2026

The Norwalk Police Department (NPD) is requesting the purchase of a master service agreement with Whelen Engineering Company. NPD currently runs a Whelen Cloud based platform (WCP) in all our front-line patrol vehicles. The WCP is a software that extends Whelen technology beyond the vehicle. WCP gives the patrol fleet cloud-based access to visibility, diagnostics, and actionable insights. WCP monitors the systems health, understands the vehicle and equipment usage, and identifies opportunities to improve efficiency, consistency, and operational decision-making across individual vehicles or the entire fleet.

The software includes live maps providing precise vehicle locations, generates reports with vehicle stats, and essential service/maintenance schedules. The WCP software interfaces with all the Whelen emergency lights and sirens installed in all fleet vehicles.

We are requesting the following authorization:

1. Authorize the Norwalk Police Department to utilize a Noncompetitive Procurement Justification Form with Whelen Engineering Company for the purchase of a master service agreement commencing on May 22, 2026 and ending on May 21, 2027, in the amount of \$23,570.64. Funding is currently available in Munis Account #013022-5329.



THE  
WHELEN  
CLOUD  
PLATFORM®





# THE WHELEN CLOUD PLATFORM®

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## **Setting the Standard in Emergency Scene Safety**

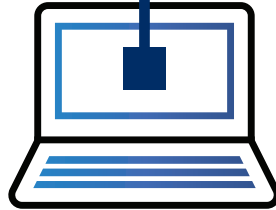
Elevate your emergency response with the Whelen Cloud Platform – a state-of-the-art, cloud-based solution that brings total control to your fleet and safety to every scene. Designed for first responders and fleet managers, WCP® provides real-time connectivity across vehicles and agencies, ensuring a unified response when every second matters.

With WCP, experience full oversight and control of your fleet in real time. From instant digital alerts to geofence-controlled technology and traffic preemption, our safety features are designed to mitigate risks for first responders and other motorists while reducing response times. Remotely update vehicle settings, track precise vehicle locations, and manage firmware updates with ease using secure data access from any device, anytime, anywhere.

With the Whelen Cloud Platform, you're equipped with the ultimate fleet management solution, enabling seamless coordination and advanced automation so you can respond with precision and confidence in any situation.

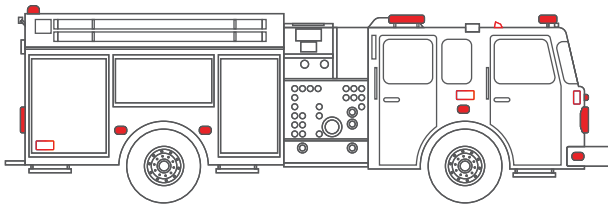
**EFFORTLESS  
INTEGRATION,  
ENHANCED  
SAFETY**

**WITH ANY  
DEVICE**



The Whelen Cloud Platform<sup>®</sup> connects with any device or system to form a larger safety solution. Built to adapt to your unique needs, WCP<sup>®</sup> seamlessly integrates your fleet's technology into a powerful network that prioritizes safety and efficiency. No matter the setup, WCP keeps your fleet ready for any challenge, focused on the goal that matters most: protecting the people you serve.

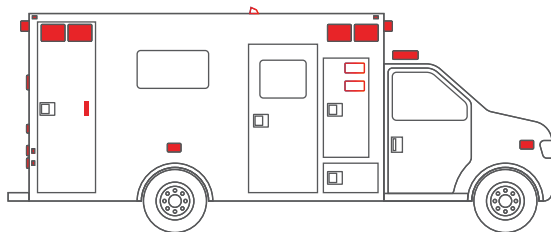
**COMPATIBLE WITH  
ANY VEHICLE,  
ANY LIGHTING SYSTEM,  
ANY FLEET.**



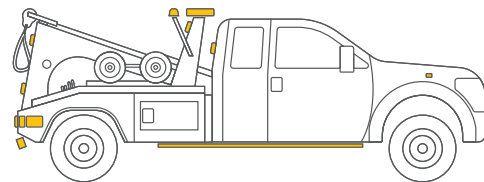
Fire Apparatus



Law Enforcement



EMS



Commercial/DOT/Utility Trucks

# ENHANCING INTERSECTION SAFETY WITH TRAFFIC PREEMPTION

Through partnerships with leaders in traffic management technology, our traffic preemption solutions empower first responders with the ability to request green lights at intersections. This capability reduces response times, improves intersection safety, and clears the way for emergency vehicles. Preemption requests ensure that first responders navigate traffic more safely and efficiently, helping protect both motorists and emergency personnel on the road.



Traffic preemption technology grants first responders the power to request green lights, enhancing intersection safety and response times.

## BUILDING A STRONGER PLATFORM THROUGH PARTNERSHIPS

Our commitment to protect first responders drives us to partner with other industry leaders who also prioritize safety, reliability, and innovation. By collaborating with top companies across various fields, we're able to expand the capabilities of the Whelen Cloud Platform®, integrating advanced tools and technologies that meet the evolving needs of first responders. Each partnership strengthens our platform, ensuring we can offer the most comprehensive, effective solutions to keep teams connected and communities protected.



## OUR TRUSTED PARTNERS



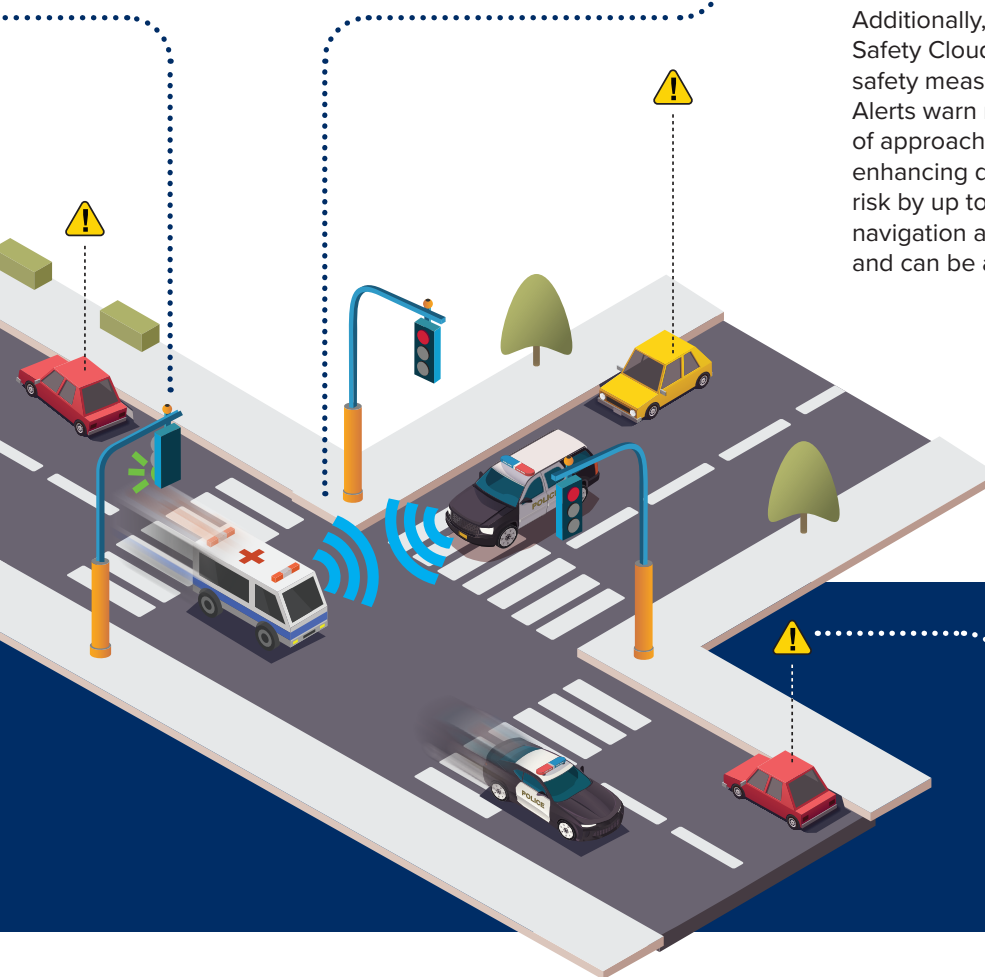
# PROACTIVE PROTECTION ON THE ROAD WITH RESPONDER-TO-RESPONDER ALERTS



Responder-to-Responder Alerts provide automatic, real-time notifications to emergency vehicles in active response mode, reducing intersection collision risks and enhancing first responder safety.

Responder-to-Responder (R2R) Alerts revolutionize emergency response safety by enabling real-time communication between vehicles in active response mode. When multiple responders are en route to a scene, R2R Alerts automatically detect and notify them as they approach the same intersections, significantly reducing the risk of collisions. This proactive safety measure enhances situational awareness for all emergency personnel, ensuring every first responder arrives safely. R2R Alerts operate seamlessly in the background, requiring no manual activation, allowing responders to focus on their mission without distraction. By prioritizing collaboration and coordination, this technology not only saves time but also protects lives in high-stakes situations.

Additionally, WCP® integrates with HAAS Alert's Safety Cloud® to provide Digital Alerts, which extend safety measures to the broader public. Digital Alerts warn motorists up to 30 seconds in advance of approaching or stopped emergency vehicles, enhancing driver awareness and reducing collision risk by up to 90%. These alerts are delivered via navigation apps and in-vehicle infotainment systems and can be activated or deactivated as needed.



Safety Cloud delivers digital alerts that notify motorists of approaching or upcoming emergency response vehicles.

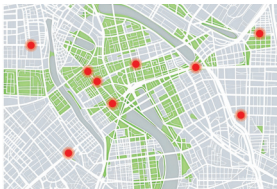




# WHY WCP<sup>®</sup>



## FLEET MANAGEMENT SIMPLIFIED



### LIVE MAP

Gain real-time insights with the Whelen Cloud Platform<sup>®</sup> Live Map, giving you precise vehicle locations for faster responses and heightened situational awareness.



### ANALYTICS & REPORTING

Effortlessly store, analyze, and visualize fleet data. Generate custom reports with key stats like vehicle status, travel heatmaps, speed, and location to keep your team informed.



### MAINTENANCE

Stay on top of essential vehicle data, from service schedules to fuel levels. With detailed insights for 2019-2025 Ford, GM, and Stellantis vehicles, maintenance decisions have never been easier.

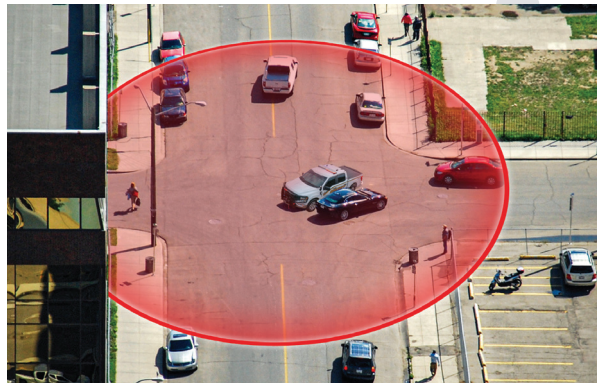




# AUTOMATED SAFETY SOLUTIONS

## GEOFENCE CONTROLLED TECH

Automatically activate safety functions based on location, like adjusting flash patterns at dangerous intersections or reducing sirens near schools and hospitals – keeping responders and motorists safer.



## PLATFORM ALERTS

Set custom alerts to notify teams of custom events, from vehicle maintenance reminders to K9 deployments and overheat alerts, ensuring your team stays informed and ready.



## DIGITAL ALERTS

Provide motorists with real-time alerts of nearby emergency vehicles, increasing their awareness and reducing collision risk by up to 90%.





## STREAMLINED EQUIPMENT MANAGEMENT



### FIRMWARE & CONFIGURATION OTA

Push firmware updates fleet-wide over the air and receive instant notifications. Manage all configurations in one central library.



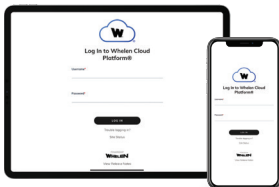
### FLEET VEHICLE REGISTRY

Easily add, modify, view, and organize all vehicles from a user-friendly dashboard, keeping fleet details at your fingertips.



### WHELEN DEVICE REGISTRY

Keep a complete, organized list of all installed devices for efficient tracking and maintenance.



### MOBILE READY

Quickly register hardware and fleet vehicles right from your smartphone or tablet, ensuring your fleet is always connected.



### USER ACCOUNTS

Create and manage multiple user profiles, with customizable roles and access for streamlined team management.



### DEVICE LOCK

Prevent unauthorized changes by locking configuration and firmware updates on individual vehicles or your entire fleet with a simple workflow.







**We're Always Adding  
New Features!**

Visit [whelen.com/cloud](https://whelen.com/cloud)  
to learn more.



# WHAT'S NEXT FOR WCP®

We're committed to delivering the most effective, reliable tools and technology that will keep you safe and prepared for any challenge. We're continuously enhancing the Whelen Cloud Platform® by expanding its capabilities and improving its functionality to support your critical missions.



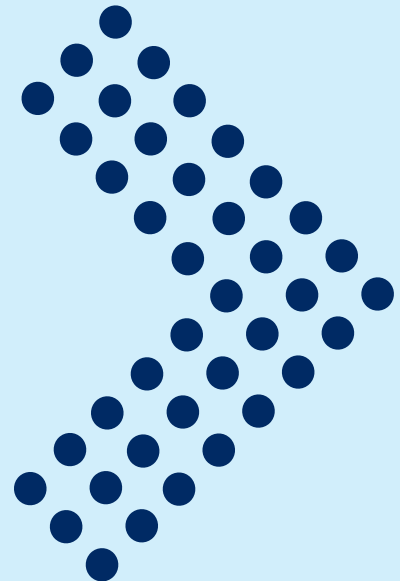
## FLEET SNAPSHOT

Easily access specific dates and times for a detailed snapshot of your fleet's locations on a map, providing enhanced oversight and control over fleet operations.



## FLEET MANAGEMENT API

Connect the Whelen Cloud Platform® with your agency's asset management system for automatic, seamless synchronization of vehicle information across platforms.



# THE CORE<sup>®</sup> ADVANTAGE

## FEATURES COMPARISON

Whelen Core enhances the power of the Whelen Cloud Platform<sup>®</sup> by seamlessly integrating vehicle control with advanced connectivity. This integration streamlines fleet operations, improves situational awareness, and allows for enhanced real-time system updates and diagnostics. With Core, responders benefit from faster communication, optimized coordination, and the ability to adapt quickly to changing scenarios, ensuring exceptional performance in every response.

### WITHOUT CORE

- Live Map with “Responding” Indicators
- Configurable Input Flags
- Fleet Vehicle Registry
- Over-the-Air (OTA) Firmware Updates for VSG<sup>®</sup>
- Traffic Preemption
- Fleet Analytics Dashboard
- Activity Logs and Playback
- Heatmaps
- Digital Alerts via HAAS Alert Safety Cloud<sup>®</sup>
- Vehicle Maintenance
- Real-Time Text and Email Notifications

### WITH CORE

- **Whelen Device Registry**
- **OTA Firmware Updates for Core and Peripherals**
- **OTA Core Configurations**
- **Device Lock**
- **Geofence Controlled Tech**
- **Responder-to-Responder Alerts via HAAS Alert Safety Cloud<sup>®</sup>**
- Live Map with “Responding” Indicators
- Configurable Input Flags
- Fleet Vehicle Registry
- Over-the-Air (OTA) Firmware Updates for VSG<sup>®</sup>
- Traffic Preemption
- Fleet Analytics Dashboard
- Activity Logs and Playback
- Heatmaps
- Digital Alerts via HAAS Alert Safety Cloud<sup>®</sup>
- Vehicle Maintenance
- Real-Time Text and Email Notifications

## ENGINEERED FOR EVERY FLEET

Our Core control systems are designed to meet the unique demands of any fleet. From compact vehicles with limited space to large-scale operations requiring advanced automation, Core offers scalable solutions that provide precision, reliability, and seamless integration.



CEN COM  
**CORE**



**CORE-S**



**CORE-R**



Learn more about our  
Core Control Systems  
by visiting us at  
[whelen.com/core](http://whelen.com/core)



## NEXT-LEVEL SECURITY FOR YOUR DATA

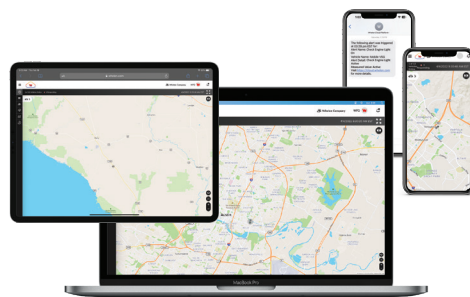


Your data's safety is our top priority. The Whelen Cloud Platform® is engineered with cutting-edge security to ensure your information—vehicle registries, real-time Live Map data, and configuration libraries—is protected every step of the way. We leverage Amazon Web Services (AWS) infrastructure for unmatched reliability, layering in our strict, industry-leading security policies.

And our commitment goes even further: an independent third-party security audit and verification of our full network, from cloud to device, underscore our dedication to safeguarding your data. With security embedded directly into the VSG® hardware, Whelen delivers a fortified IoT environment you can trust.

## EFFORTLESS FLEET MANAGEMENT AT YOUR FINGERTIPS

With the Whelen Cloud Platform, you're always in control. Access and manage your fleet and registries seamlessly from your computer, smartphone, or tablet for real-time oversight and flexibility on the go. Stay connected and responsive, no matter where you are.



## SEAMLESS CONNECTIVITY FOR YOUR FLEET

### THE VEHICLE SAFETY GATEWAY®

Compact yet powerful, the Vehicle Safety Gateway® (VSG®) connects your fleet to the Whelen Cloud Platform with seamless, over-the-air communication. Equipped with its own SIM card and a discreet, low-profile antenna, the VSG enables real-time updates and remote management of your Core® and WeCanX® devices. For qualifying users, Verizon Frontline support adds another layer of connectivity and reliability, ensuring your fleet stays mission-ready.



Vehicle Safety Gateway®



Exterior Antenna



Interior Antenna

### VSG SPECS

- GPS location (integrated within the cellular modem)
- CenCom Core system inputs (via ethernet)
- 8 logic inputs
- OBD2 port
- 7.1" L x 4.6" W x 1.1" D

### ANTENNA SPECS

- Aerodynamic design (exterior)
- Low-loss, high-quality cables from the antenna to the VSG provide a strong signal
- IP67 rated (exterior)
- Exterior antenna: 7.08" L x 2.76" W x 2.41" D
- Interior antenna: 7.01" L x 2.36" W x 0.75" D



## Whelen Cloud Platform®

For more information  
or to schedule a quick call  
or demo with a Whelen  
sales representative,  
visit [whelen.com/cloud](https://whelen.com/cloud) or  
scan the QR code below.



**WHELEN®**  
ENGINEERING COMPANY INC.

@WhelenENG



Whelen Engineering Company  
(860) 526-9504  
[www.whelen.com](https://www.whelen.com)

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manufactured, and assembled in the U.S.A.  
• ISO 9001 Registered QMS

## CUSTOMER CERTIFICATION FOR MOBILE BROADBAND PRIORITY SERVICE

## BACKGROUND

- A. [ Norwalk Police Department ] ("Customer") and Whelen Engineering Company, Inc. ("Whelen") are parties to that certain Order Form, dated [ 12/6/2024 ] ("Order Form"), which is governed by the Master Services Agreement attached to the Order Form ("Master Services Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Order Form or Master Services Agreement.
- B. As part of the Application Services purchased by Customer pursuant to the Order Form, Customer desires to obtain Mobile Broadband Priority ("MBP") Service.
- C. At all times during the Term, Customer's receipt of MBP Service is conditioned upon Customer's eligibility based on the criteria set forth herein. This Customer Certification for MBP Service (this "Customer Certification") sets forth Customer's certification regarding Customer's eligibility to receive MBP Service.
- D. Upon execution hereof by Customer's authorized representative, the terms set forth in this Customer Certification shall be deemed incorporated into the Master Services Agreement in their entirety and for so long as (i) Customer remains eligible to receive MBP Service and (ii) MBP Service is offered by Whelen, the Application Services will be deemed to include MBP Service.

## CUSTOMER CERTIFICATION

1. Customer hereby represents, warrants and certifies that, as of the date hereof and at all times during the Term, Customer is and shall remain: (a) a federal, state or local governmental, regulatory or public sector department, agency, bureau or other authority, or a public education entity; and (b) classified pursuant to the North American Industry Classification System ("NAICS") as one or more of the following industries (check all that apply):

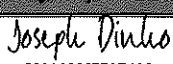
|                                                                                    |                                                                                                            |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 485111 Mixed Mobile Transit Systems (Rail and Buses)      | <input type="checkbox"/> 921150 American Indian and Alaska Native Tribal Governments                       |
| <input type="checkbox"/> 485112 Commuter Rail Systems                              | <input type="checkbox"/> 928110 National Security                                                          |
| <input type="checkbox"/> 621910 Ambulance Services                                 | <input type="checkbox"/> 926120 Regulation and Administration of Transportation Programs                   |
| <input type="checkbox"/> 922110 Courts                                             | <input type="checkbox"/> 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors          |
| <input checked="" type="checkbox"/> 922120 Police Protection                       | <input type="checkbox"/> 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities |
| <input type="checkbox"/> 922130 Legal Counsel and Prosecution                      | <input type="checkbox"/> 921190 Other General Government Support                                           |
| <input type="checkbox"/> 922140 Correctional Institutions                          | <input type="checkbox"/> 921110 Executive Offices                                                          |
| <input type="checkbox"/> 922150 Parole Offices and Probation Offices               |                                                                                                            |
| <input type="checkbox"/> 922160 Fire Protection                                    |                                                                                                            |
| <input type="checkbox"/> 922190 Other Justice, Public Order, and Safety Activities |                                                                                                            |
| <input type="checkbox"/> 923120 Administration of Public Health Programs           |                                                                                                            |

2. Customer shall notify Whelen promptly if at any time during the Term Customer is no longer (a) a federal, state or local governmental, regulatory or public sector department, agency, bureau or other authority, or a public education entity; and (b) classified pursuant to the NAICS as one or more of the foregoing industries.

3. Any breach by Customer of the representation, warranty and certification set forth in Section 1 above or failure of Customer to notify Whelen in accordance with Section 2 above (if applicable) shall constitute a material breach of the Master Services Agreement.

4. Customer acknowledges and agrees that Whelen may disclose Customer's name and applicable NAICS code(s), and/or provide a copy of this Customer Certification to Whelen's broadband services provider.

The Customer has caused its duly authorized representative to execute this Customer Certification as of the date set forth below.

| Customer   |                                                                                      |
|------------|--------------------------------------------------------------------------------------|
| Signed by: |                                                                                      |
| Signature  |  |
| Name       | Joseph Dinho                                                                         |
| Title      | Deputy Chief of Police                                                               |
| Date       | 12/6/2024                                                                            |

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## Order Form

**Customer Information:**

Name/Customer: Norwalk Police Departmen  
 Address: 1 Monroe Street  
 Norwalk, CT. 06854

Principal Contact Person: Joseph Dinho  
 Title: Deputy Chief of Police  
 Phone: 203-854-3053  
 Fax:  
 Email Address: jdinho@norwalkct.gov

**Billing Information:**

Name/Customer: Norwalk Police Departmen  
 Address: 1 Monroe Street  
 Norwalk, CT. 06854

**Shipping Information (if different from billing):**

Name/Customer: Norwalk Police Departmen  
 Address: 1 Monroe Street  
 Norwalk, CT. 06854

## ORDER DETAILS

This order form (the "**Order Form**") is entered by and between Whelen Engineering Company, Inc. ("**Whelen**") and the customer set forth on this Order Form ("**Customer**") as of the last date of signature below. Each of Whelen and Customer may be referred to herein individually as a "**Party**" and collectively as the "**Parties**." The terms and conditions set forth in the Master Services Agreement attached hereto, including all exhibits and attachments thereto (the "**Master Services Agreement**"), govern the relationship between the Parties with respect to the Application Services ordered pursuant to this Order Form and are hereby incorporated herein by reference. Any capitalized terms used, but not defined, in this Order Form have the same meaning ascribed to them in the Master Services Agreement. By executing this Order Form Customer accepts and is bound by the terms and conditions set forth in the Master Services Agreement.

**Application Services:** Whelen Cloud Platform, a cloud-based vehicle communication platform that sends and receives data through cellular networks and provides the following functionality: fleet tracking, equipment configuration management and remote equipment control.

**Subscription Term:** The subscription term of the Application Services commences on the last date of signature below (the "**Effective Date**") and, unless earlier terminated in accordance with the terms and conditions of the Master Services Agreement, expires on the date that is [ 1.00 ] years from the Effective Date (the "**Initial Term**"). Upon expiration of the Initial Term, the subscription for the Application Services will automatically renew for additional successive terms of one year each (a "**Renewal Term**" and collectively with the Initial Term, the "**Subscription Term**"), unless: (i) either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable; or (ii) earlier terminated in accordance with the terms and conditions of the Master Service Agreement.

**Subscription Fees:** While this Subscription remains in effect, Customer shall pay Whelen Engineering Company, Inc. the Subscription Fees set forth below:

| <u>Subscription Type</u>            | <u># Vehicles</u> | <u>Fee/Vehicle/Yr</u> | <u>Contract Total</u> |
|-------------------------------------|-------------------|-----------------------|-----------------------|
| 1. Whelen Cloud Platform - Standard | 60.00             | \$ 360.00             | \$21,600.00           |
| 2. Whelen Cloud Platform - Premium  | 0.00              | \$ 540.00             | \$ 0.00               |

**Minimum Subscription Term/Fees:** If Customer has already separately purchased the required equipment (the Vehicle Safety Gateway (VSG), Antenna, and Installation Kit, collectively referred to as "**WCP Equipment**") or if Customer is separately purchasing the WCP Equipment in connection with this Order Form, the provisions of this Section (Minimum Subscription Term/Fees) are not applicable. If the WCP Equipment is bundled with the Application Services subscription (as indicated by a zero-charge for any WCP Equipment on the applicable quotation), Customer acknowledges and understands that the minimum Subscription Term allowable is two (2) years. Therefore, in the event Customer terminates this Order Form prior to the date that is two (2) years from the Effective Date, Customer shall pay Whelen an early termination fee equal to \$195.00 per vehicle, which shall be due and payable immediately by Customer on the effective date of termination of the Order Form.

**Whelen Field Solutions Engineer:** Alex Chopskie

**Other Information:** Whelen continues to improve and enhance the Whelen Cloud Platform and may offer additional services or features during the Subscription Term (the "**Platform Enhancements**"). In Whelen's sole discretion, Platform Enhancements may be included as standard features of the Application Services or as premium features, whereby Whelen may charge a separate fee and require Customer to execute an



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additional Order Form and/or terms and conditions to receive access to, or use of, such Platform Enhancements. During the Subscription Term, Whelen reserves the right to determine which features or Platform Enhancements of the Application Services are included in the standard feature set or offered as premium features and may re-classify any such features of the Application Services in its discretion, provided, however if Whelen begins charging additional fees for a feature that was included as a standard feature as of the Effective Date, such change will be deemed a price escalation subject to Customer's rights under Section 6.2 of the Master Services Agreement.

The Parties have caused their duly authorized representatives to execute this Order Form as of the dates set forth below.

| Customer   |                        |
|------------|------------------------|
| Signed by: | <i>Joseph Dinho</i>    |
| Signature  | 560A33967F3E40C...     |
| Name       | Joseph Dinho           |
| Title      | Deputy Chief of Police |
| Date       | 12/6/2024              |

| Whelen Engineering Company, Inc. |                    |
|----------------------------------|--------------------|
| Signature                        | <i>Ashish Jain</i> |
| Name                             | Ashish Jain        |
| Title                            | CFO                |
| Date                             | 2.25.25            |

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## Master Services Agreement

This Master Services Agreement, including all exhibits and attachments hereto (collectively, this "*Agreement*") governs the relationship between Whelen Engineering Company, Inc., ("*Whelen*") and the customer identified in the Order Form ("*Customer*") (each of Whelen and Customer, a "*Party*" and together, the "*Parties*"). This Agreement will become effective when the Order Form referencing this Agreement is executed by authorized representatives of both Parties (the "*Effective Date*").

1. **DEFINITIONS.** Certain capitalized terms, not defined elsewhere in this Agreement, have the meanings set forth below.

1.1. "*Access Protocols*" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Application Services.

1.2. "*Application Documentation*" means the user manuals, published specifications, online guides, and other materials and documentation provided to Customer or Authorized Users by Whelen or its third party vendors relating to the Application Services, as may be changed from time to time with or without notice to Customer.

1.3. "*Application Services*" means the hosted software-as-a-service services ordered by Customer hereunder as set forth in the Order Form and provided by Whelen by means of access to certain content and use of the features and functionality of software applications available and accessible within the website designated by Whelen, solely to the extent set forth and further described in, and as limited by, the applicable terms of this Agreement.

1.4. "*Authorized User*" means any individual who is an employee, consultant, contractor, or agent of Customer who is authorized by Customer, to access and use the Application Services pursuant to Customer's rights, and subject to the restrictions, under this Agreement.

1.5. "*Confidential Information*" means all written or oral information, disclosed by either Party to the other, related to the business or operations of either Party or a third party that has been identified as confidential or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential or proprietary, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary", including, without limitation: (a) source and object code, prices, trade secrets, mask works, databases, hardware, software, designs and techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials, and (b) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins.

1.6. "*Customer Content*" means all data, media, content, and other information provided or made available by Customer to Whelen, including any data, media, content, and other information input, made available or included in, any communications sent through the Application Services, including vehicle identifiable data which may include precise geolocation information collected through global positioning system or similar technologies relating to one or more vehicles owned or leased by Customer and used by its employees, consultants, contractors, agents or other users it authorizes, including Authorized Users. Customer Content does not include aggregated or anonymized data derived from Customer Content or Customer's use of the Services, provided that Whelen only uses such aggregated or anonymized data for internal purposes.

1.7. "*Customer Systems*" means Customer's information technology infrastructure, including the computers, software,

databases, electronic systems (including database management systems) and networks, of Customer or any of its designees.

1.8. "*Intellectual Property Rights*" means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, Moral Rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

1.9. "*Moral Rights*" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.10. "*Objectionable Content*" means any viruses, malware, spyware, or similar harmful, destructive, or malicious code, as well as any content or links to web sites that contain content (or further links to content) which may be construed as illegal, unethical, defamatory, obscene, hateful, libelous, or that otherwise may reflect negatively upon Whelen's reputation or that of Whelen's customers or vendors, or that infringes upon the rights of any third party.

1.11. "*Services*" means the Application Services and Support Services.

1.12. "*Third Party Items*" means third party data, products, and services made available to Customer through the Application Services, as may be changed from time to time by Whelen in its sole discretion.

1.13. "*Third Party Terms*" means the terms and conditions that govern use of Third Party Items.

## 2. SUBSCRIPTION; SERVICES

2.1. **Order Form.** Customer has requested a subscription to the Application Services on the terms and subject to the conditions set forth in this Agreement by executing an Order Form that references and incorporates this Agreement ("*Order Form*").

### 2.2. Application Services

(a) **Provision of Access.** Subject to the terms and conditions contained in the Order Form and this Agreement, and Customer's payment of all relevant fees, Whelen hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access the features and functions of the Application Services during the Term in accordance with the Application Documentation, the Order Form, and the terms and conditions of this Agreement solely for Customer's internal business purposes. As soon as commercially practicable after the Effective Date, Whelen shall provide to Customer the necessary Access Protocols.

(b) **Usage Restrictions.** Customer and its Authorized Users may only use the Application Services as described in this Agreement and in the then-current Application Documentation. Customer is responsible for ensuring its Authorized Users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by Customer. Customer will not, and will not allow any Authorized User or other third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to obtain, perceive, or derive the trade secrets embodied in the

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Application Services or the source code from which any software component of the Application Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer or any Authorized User any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, or use the Application Services or any of Whelen's Confidential Information to develop or build, exploit, sell or offer to sell, license or offer to license, or use a competing product or service, except with the express prior written consent of Whelen; (iii) allow third parties other than Authorized Users to gain access to the Application Services or use the Application Services as a service bureau; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Agreement; (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Application Documentation and/or Application Services, including any screen displays, etc., or any other products or materials provided by Whelen hereunder; (vi) access the Application Services for purposes of monitoring availability, performance, or functionality of the Application Services, performing security penetration tests or stress tests on the Application Services, or for any other benchmarking or competitive purposes; (vii) do anything that could disable, overburden, or impair the proper working or appearance of the Application Services; or (viii) use the Services or Application Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Unless otherwise specifically agreed by the Parties in writing, Customer hereby agrees that the Application Services are not authorized for use as, and Customer shall not use the Application Services as critical components in any device, application, system, or service where it is reasonably foreseeable that failure of the Application Services would cause death, bodily injury or catastrophic property damage, such as (x) any medical, life-saving or life support device, system, or service, (y) any air or other traffic control device, application, system, or service, or (z) any weapons device, application, system, or service (the "**Life Critical Applications**"). Certain features of the Application Services may allow Customer or Authorized Users to connect and/or permit communication with one or more vehicles or equipment in one or more vehicles (each a "**Connected Vehicle**"). Customer acknowledges and agrees that at any time the information provided by the Application Services with respect to a Connected Vehicle may be incomplete, incorrect, or out of date. Except as otherwise set forth herein, Customer's use of the Application Services, including Customer's or its Authorized Users reliance on any information provided by the Application Services with respect to any Connected Vehicle is at Customer's sole risk and discretion. Customer and its Authorized Users are solely responsible at all times for the acts or omissions of Customer's Authorized Users with respect to Connected Vehicles. Use of the Application Services does not relieve Customer or any Authorized User of responsibility for safe vehicle operation or observation of relevant traffic laws. If safe operation of a Connected Vehicle is not possible while using the Application Services, the Authorized User should not use the Application Services while operating the Connected Vehicle. Further, use of the Application Services does not relieve Customer or any Authorized User of responsibility for vehicle maintenance. Notwithstanding anything to the contrary herein, Whelen shall have no responsibility or liability for any failure of Customer or any Authorized User to safely operate or properly maintain a Connected Vehicle. Customer will ensure that its and its Authorized Users' access to and use of the Application Services and the Application Documentation complies with all

applicable laws, statutes, regulations, and rules. Under no circumstances will Whelen be liable or responsible for any use, or any results obtained by the use, of the Application Services in conjunction with any products, services, software, or hardware that are not provided by Whelen. All such use will be at Customer's sole risk and Customer shall bear full responsibility for liability with respect thereto. Whelen reserves all rights not expressly granted to Customer in this Agreement.

(c) **Third Party Terms.** The Application Services may provide Customer with access to Third Party Items. Customer acknowledges and agrees that certain Third Party Terms may apply with respect to the Third Party Items. Whelen will use commercially reasonable efforts to identify any applicable Third Party Terms and Customer shall be responsible for compliance with such Third Party Terms to the extent any are identified by Whelen.

(d) **Communications Responsibilities.** Customer shall not, and shall not permit its Authorized Users or any third party to, directly or indirectly use the Application Services to communicate on its behalf, by way of electronic communication or otherwise, any message or material that (a) is libelous, harmful to minors, obscene, or constitutes pornography; (b) infringes the copyrights, patents, trade secrets, trademarks, trade names, or other proprietary rights of a third party, or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Customer is solely responsible for the content of any communications sent by or on behalf of Customer or its Authorized Users through Customer's or any Authorized Users' use of the Application Services and, without limiting the foregoing, Customer agrees that such communications will comply with all laws.

(e) **Future Functionalities.** From time to time Whelen, in its sole discretion, may offer new or additional features subject to the payment of additional fees. Such new or additional features may not be made available to all customers of Whelen. Customer agrees that its purchase of a subscription to the Application Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Whelen with respect to future functionality or features.

**2.3. Support Services; Updates.** Whelen will provide support services for the Application Services in accordance with its standard support offerings during Whelen's regular business hours solely for the particular Application Services ordered under this Agreement ("**Support Services**"), provided that all fees due under this Agreement have been paid. Such Support Services will only be provided to Customer's administrative users (who are Authorized Users) and Customer will identify by written notice to Whelen in accordance with Section 13.3 the names of such administrative users to whom Whelen will supply the support, which names may be changed by Customer upon reasonable notice to Whelen. Customer can request Support Services by contacting the applicable Whelen Field Solutions Engineer identified in the Order Form. Any support requested by Customer in excess of Whelen's standard support offerings or outside of Whelen's regular business hours may incur additional fees that will be billed to client pursuant to Whelen's standard billing practices at Whelen's then-current pricing. The Parties acknowledge and agree that Whelen will have no obligation to provide support to Customer with respect to use of the Application Services other than according to the then-current Application Documentation or the terms of this Agreement. Customer acknowledges that the Application Services may be updated by Whelen from time to time and that updates may result in changes to the Application Services, including changes in the appearance, functionality, and/or the

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addition, modification, or removal of functionality or features. Whelen shall provide reasonable prior notice to Customer of any updates that are intended to result in the removal of any material functionality or feature.

**3. PROPRIETARY RIGHTS**

**3.1. Ownership of Application Services.** Subject to the express rights granted to Customer in this Agreement, and Customer's rights in its Customer Content as set forth herein, Whelen and its licensors and suppliers retain all right, title, and interest in and to the Application Services, including any upgrades, enhancements, new releases, changes, or modifications made to the Application Services performed in connection with this Agreement, together with all Intellectual Property Rights embodying the Application Services or related thereto, and Customer acknowledges that it neither owns nor acquires any right, title, or interest in or to the Application Services or the related Intellectual Property Rights not expressly granted by this Agreement. Customer will preserve all Services from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Whelen to Customer in connection with this Agreement to contest the validity of any Intellectual Property Rights of Whelen or its licensors. Any such use of Whelen's Confidential Information will constitute a material, non-curable breach of this Agreement.

**3.2. Data Rights.****(a) Customer Content.**

**(i)** Customer has and will retain sole responsibility for all Customer Content, including, the collection, accuracy, currency, quality, legality, completeness, and use of the Customer Content, and including Customer Content that is transmitted, processed, stored, accessed, and/or used by or on behalf of Customer or any Authorized User through or in connection with the Application Services. For the avoidance of doubt, Customer is solely responsible for providing any legally required notices and obtaining any legally required consents from Authorized Users or other individuals about whom information, including Customer Content or Usage Data (see below), may be collected by, transferred to, received, or otherwise used by Whelen or Customer in conjunction with the Application Services. Customer shall not provide or make available to Whelen any Objectionable Content in connection with this Agreement.

**(ii)** Except for the licenses granted under this Agreement, as between the Parties, Customer retains all right, title, and interest in and to the Customer Content and any usage data generated by Whelen in the performance of the Services ("*Usage Data*"), and Whelen acknowledges that it neither owns nor acquires any additional rights in and to the Customer Content and Usage Data not expressly granted by this Agreement. Whelen further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion. Subject to the foregoing, Customer hereby grants to Whelen and its third party service providers a non-exclusive, irrevocable, world-wide, fully-paid-up, royalty-free right and license to use the Customer Content and Usage Data to perform Whelen's obligations hereunder. In addition to sharing Customer Content with its service providers, Whelen may disclose Customer Content to other entities with whom it partners to create customer offerings that are part of, or in addition to, the Application Services, including jointly branded offerings available to Customer. The Parties further acknowledge and agree that no valuable consideration, monetary or otherwise, is being provided by Whelen to Customer in exchange for Customer Content and Usage Data. However, in addition to the uses of Customer Content authorized in this Agreement, Whelen may remove all personally identifiable and vehicle identifiable information from the Customer Content and Usage Data to create "*Sanitized Data*" or aggregate the Customer

Content and Usage Data in an anonymous or deidentified manner to create "*Aggregate Data*." Customer grants Whelen a perpetual, non-exclusive, world-wide, fully-paid-up, royalty-free, sublicensable, transferable right and license to commercialize and otherwise use the Sanitized Data and the Aggregate Data to perform Whelen's obligations hereunder and for Whelen's business purposes (which, for clarity, includes but is not limited to enhancing or improving the Services or other products and services of Whelen or its affiliates, and for analytical and marketing purposes). Customer also grants Whelen the right to disclose the Customer Content to Whelen's third party service providers and grant such third party service providers the right (i) to use the Customer Content to perform the applicable service and (ii) to use the Sanitized Data and Aggregate Data for Whelen's or such third party's internal business purposes. Notwithstanding the foregoing, nothing in this Section 3.2 shall limit Whelen's rights to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or to address an emergency situation or as set forth in Section 7.3 below. For all of the purposes above, Customer consents to Whelen's tracking of Customer owned or leased vehicles through global positioning system technology as Customer understands such tracking is part of the Application Services. Customer shall not include within the Customer Content any personally or individually identifiable information of any natural person ("*PII*"). The inclusion of PII within the Customer Content may be considered by Whelen to be a material breach of this Agreement in accordance with Section 11.2 hereof. Customer acknowledges and agrees that it is solely responsible for compliance with the requirements of this Section and that Whelen has no affirmative obligation to review or audit Customer's compliance with this Section. Whelen shall have no obligations whatsoever in the event Customer includes PII in the Customer Content, including but not limited to with respect to notifications.

**(b) Data Models.** Notwithstanding anything to the contrary in this Agreement, to the extent that Whelen develops models, analytics, and/or algorithms ("*Analytical Tools*") during the Term and in the course of providing Services under this Agreement (such as propensity models, etc.), Whelen shall retain all right, title, and interest in and to such Analytical Tools.

**(c) Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "*Feedback*") to Whelen with respect to its products and services, including the Services. Feedback is voluntary. Whelen may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's Intellectual Property Rights to make use of the Feedback, Customer grants Whelen a non-exclusive, perpetual, irrevocable, world-wide, fully-paid-up, royalty-free license to use the Feedback in connection with Whelen's business, including the enhancement of the Services.

**4. ADDITIONAL WHELEN OBLIGATIONS**

**4.1. Access to Application Services; Implementation.** The applicable Whelen Field Solutions Engineer identified in the Order Form will provide reasonable assistance to Customer to enable initial access to Customer's account, but Whelen is not responsible for any implementation, supplementation, modification, or configuration of Customer Systems or equipment, or the Application Services, for or on behalf of Customer.

**4.2. Responsibility for Application and Content Hosting.** Whelen shall, at its own expense, provide for the hosting of the Application Services which is accessible as part of the Application Services, provided that nothing herein shall be construed to require Whelen to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Application Services. Customer and Authorized Users are solely responsible



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for all telecommunication or Internet connections required to access the Services, as well as all Customer Systems and other hardware and software at Customer's site. Except for the costs to Whelen for the hosting of the Application Services as set forth above, in addition to other third party costs that may apply, Customer agrees to pay for all telecommunications, Internet, and other connectivity costs, fees, and services required for and dedicated to Customer's access to the Services.

**4.3. Third Party Hosting Provider Requirements.** Customer understands and agrees that (i) Whelen uses a third-party hosting provider in connection with the Services; (ii) the security of the Services is limited by the terms offered by such third-party hosting provider; and (iii) Whelen's agreement with the hosting provider cannot be modified regarding the requirements of this Agreement, nor can Whelen grant any audit or other access rights to the facilities or systems of the host. As such, the provisions of this Agreement shall apply only to Whelen's systems and facilities, not those of the hosting provider.

**5. ADDITIONAL CUSTOMER OBLIGATIONS.**

**5.1. Authorized Users' Access to Services.** Customer may permit any Authorized Users to access and use the features and functions of the Application Services as contemplated by this Agreement. Customer will ensure that any such Authorized Users will be obligated, by contract or otherwise, to protect Whelen's Confidential Information, and to comply with the access and use restrictions for the Application Services and the Application Documentation, as are provided by the terms hereof.

**5.2. Provision of Support to Authorized Users.** Except as expressly set forth in Section 2.3, Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Application Services.

**5.3. Customer Control and Responsibility for Data, Access, and Security.** Customer and its Authorized Users shall have access to the Customer Content and Customer shall be responsible for all changes to and/or deletions of Customer Content. Furthermore, Customer has and will retain sole responsibility for: (a) the security and use of all of Customer's and its Authorized Users' passwords and other Access Protocols; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; and (d) all access to and use of the Services and Application Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' passwords or other Access Protocols, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Protocols and protect against any unauthorized access to or use of the Application Services.

**6. FEES AND EXPENSES; PAYMENTS.**

**6.1. Fees.** In consideration for the access and use rights granted to Customer and the Services performed by Whelen under this Agreement, Customer will pay to Whelen without offset or deduction, all fees set forth in the Order Form (or Whelen's then-current pricing as applicable for certain support services as set forth herein) invoiced in accordance with this Section 6.1. Whelen will submit invoices to Customer with respect to such fees, and each invoiced amount will be due and payable within thirty (30) days of Customer's receipt of the relevant invoice. All fees are non-cancelable and non-refundable.

**6.2. Price Escalations.** Whelen shall have the right to increase the fees for the Services at any time after the Effective Date to reflect any increase in Whelen's costs to provide the

Services. Whelen shall provide Customer with written notice of such price adjustments at least thirty (30) days prior to the date any such price adjustment is to become effective. If Customer does not agree to such increase in fees, Customer may terminate this Agreement with written notice to Whelen effective upon the day prior to the date that such price adjustment would have taken effect.

**6.3. Taxes.** Unless Customer is a tax-exempt organization, Customer will be responsible for payment of any applicable sales, use, and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Whelen's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. Customer will make all required payments to Whelen free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Whelen will be Customer's sole responsibility, and Customer will, upon Whelen's request, provide Whelen with official receipts issued by appropriate taxing authorities, or such other evidence as Whelen may reasonably request, to establish that such taxes have been paid. If customer is exempt from taxation under this Section 6.3, Customer shall supply Whelen with documentation from the IRS or other relevant taxing authority evidencing Customer's exemption from taxation..

**6.4. Late Payments; Interest.** Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from a date thirty (30) days after the due date until paid. In the event any invoice remains unpaid forty-five (45) or more days from the due date, Whelen may, in its discretion, suspend the Services until the invoice is paid in full.

**6.5. Auditing Rights and Required Records.** Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Whelen may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Whelen with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 6.3. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

**7. TREATMENT OF CONFIDENTIAL INFORMATION.**

**7.1. Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential and/or proprietary. Both Parties agree that all items of Confidential Information are confidential and/or proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

**7.2. Mutual Confidentiality Obligations.** Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes of meeting its obligations or exercising its rights under this Agreement; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party except as necessary for the purposes of meeting its obligations or

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exercising its rights under this Agreement; (c) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access for the purposes of meeting its obligations or exercising its rights under this Agreement and who have been advised of and have agreed in writing to treat such information in accordance with terms substantially similar to the terms of this Agreement; and (d) subject to Section 12, to the extent practicable and except to the extent the receiving Party has continuing rights with respect to such Confidential Information, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement for any reason, provided that to the extent a Party retains Confidential Information of the other Party as permitted under this part (d) such Party shall maintain the confidentiality of such retained Confidential Information for so long as it is retained.

**7.3. Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without reference to the Confidential Information of the discloser; or (f) is approved in writing for such use, release or disclosure by the disclosing Party. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party to enable the other Party to attempt to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Notwithstanding any such compelled disclosure by the receiving Party, such compelled disclosure will not otherwise affect the receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

**7.4. Non-Exclusive Equitable Remedy.** Customer acknowledges and agrees that due to the unique nature of Whelen's Confidential Information, there is no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow Customer or third parties to unfairly compete with Whelen, resulting in irreparable harm to Whelen, and therefore, that upon any such breach or any threat thereof, Whelen shall be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss or posting a bond, in addition to whatever remedies Whelen might have at law or in equity under this Agreement. Any breach of this Section 7 by Customer or an Authorized User will constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of Whelen.

## **8. REPRESENTATIONS AND WARRANTIES.**

**8.1. Mutual Representations and Warranties.** Each Party hereby represents and warrants (a) that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

**8.2. Whelen Representations and Warranties.** Whelen hereby represents and warrants that (a) Whelen will use commercially reasonable efforts to prevent the transmission of any virus or malicious code through the Application Services; (b) as accessed and used by Customer or any Authorized User in accordance with this Agreement, the Application Services will perform substantially in accordance with the Application Documentation; and (c) the Support Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices for similar services using personnel with the requisite skill, experience, and qualifications.

**8.3. Customer Representations and Warranties.** Customer hereby represents and warrants that (a) Customer has and will have all necessary licenses, approvals, and consents required to perform its obligations hereunder, (b) without limiting the foregoing, Customer has and will have adequate authority to share the Customer Content with Whelen as set forth herein and permit Whelen to use and disclose the Customer Content as contemplated herein, and (c) any Customer Content provided by Customer to Whelen for use in connection with the Services does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state, municipal, and local laws, rules, regulations, and judicial orders (including, but not limited to, applicable policies, laws, and orders related to spamming, privacy, and consumer protection).

## **9. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY.**

**9.1. Disclaimer.** EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, THE APPLICATION DOCUMENTATION, AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE", WITH ALL FAULTS, AND WHELEN DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UPTIME, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND/OR DATA ACCURACY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WHELEN OR ITS AUTHORIZED REPRESENTATIVES (INCLUDING FIELD SOLUTIONS ENGINEERS) WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WHELEN'S OBLIGATIONS HEREUNDER. WHELEN DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT WHELEN AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER CONTENT, CUSTOMER'S DATA, OR CUSTOMER SYSTEMS. WHELEN WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING

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ADEQUATE BACKUPS OF ITS DATA AND CUSTOMER CONTENT.

**9.2. Exclusions of Remedies; Limitation of Liability.** EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, THE CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF ALL FEES PAID TO WHELEN BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY OR (II) TEN THOUSAND DOLLARS (\$10,000). THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR THERE IS AN ADEQUATE REMEDY AVAILABLE.

**9.3. Essential Basis of the Agreement.** Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Section 9 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of this Agreement would be substantially different.

**10. INDEMNIFICATION.**

**10.1. Whelen's Indemnity Obligations.** Whelen agrees to indemnify, defend, and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded by a court or agreed upon in settlement ("**Damages**") resulting from any claim by any third party (a) that Customer's licensed use of the Application Services and/or the Application Documentation in accordance with the terms and conditions of this Agreement infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, or (b) arising out of Whelen's gross negligence or willful misconduct. Customer shall promptly notify Whelen in writing of the claim, cooperate with Whelen, and allow Whelen sole authority to control the defense and settlement of such claim; provided that Whelen will not settle any third-party claim against Customer unless such settlement completely and forever releases Customer from all liability with respect to such claim or unless Customer consents to such settlement, and further provided that Customer will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by

counsel of its own choice at its own cost. If a claim for infringement is made or appears possible, Whelen may, at Whelen's sole discretion, obtain adequate rights to enable Customer to continue to use the Application Services, or modify or replace any such infringing material to make it non-infringing. If Whelen determines that none of these alternatives is reasonably available, Customer shall, upon written request from Whelen, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. The indemnification for infringement provided under this Section 10.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Application Services or the Application Documentation by Customer, (ii) combination, operation, or use of the Application Services with other software, hardware, or technology not provided by Whelen or explicitly contemplated by this Agreement, (iii) use of the Application Services not in accordance with the Application Documentation or this Agreement, or (iv) the Customer Content (any of the foregoing circumstances under clauses (i), (ii), (iii) and (iv) a "**Customer Indemnity Responsibility**"). THIS SECTION STATES WHELEN'S AND ITS LICENSORS AND SUPPLIERS SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT AND ARE IN LIEU OF ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**10.2. Customer's Indemnity Obligations.** Customer agrees to hold harmless, indemnify, and, at Whelen's option, defend Whelen from and against any Damages resulting from (a) breach by Customer or its Authorized Users of any term or condition of this Agreement, (b) Customer's gross negligence or willful misconduct, (c) Whelen's use of the Customer Content as permitted herein, (d) use of the Application Services in Life Critical Applications, (e) personal injury or damage to Whelen property arising at the Customer's location, or (f) a Customer Indemnity Responsibility. Whelen shall promptly notify Customer of the claim, cooperate with Customer, and, if elected by Whelen, allow Customer sole authority to control the defense and settlement of such claim; provided that Customer will not settle any third-party claim against Whelen unless such settlement completely and forever releases Whelen from all liability with respect to such claim or unless Whelen consents to such settlement, and further provided that Whelen will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost.

**11. TERM AND TERMINATION.**

**11.1. Term of the Agreement.** The term of this Agreement will commence on the Effective Date and will continue for the duration set forth in the Order Form (the "**Term**"). The Term may be extended or renewed by mutual written agreement of the Parties.

**11.2. Termination for Breach.** Either Party may terminate this Agreement in the event of a material breach by the other Party, by providing written notice to the breaching Party, specifically identifying the breach on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

**11.3. Termination Upon Bankruptcy or Insolvency.** Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event that (a) the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing;

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(c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

**11.4. Additional Whelen Termination and Suspension Rights.** Upon written notice to Customer, Whelen may suspend or terminate this Agreement, in whole or in part, with respect to the Application Services (or certain features thereof) if any Third Party Item made available through the Application Services or Whelen's right to use such Third Party Item, expires or is terminated or is modified in any manner that Whelen believes would impair its ability to provide such Application Services. In addition, Whelen reserves the right, in its sole discretion, to suspend Customer's access to any Application Services (i) upon notice to Customer if Whelen reasonably suspects that Customer has breached this Agreement; or (ii) for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Application Services; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Whelen from potential legal liability; or (d) in the event an invoice remains unpaid for forty-five (45) or more days from the invoice due date, and Whelen will use reasonable efforts to provide Customer with notice prior to or promptly following any such suspension of the Application Services pursuant to the foregoing ((a)-(d)). Whelen will promptly restore access to the Application Services as soon as the event giving rise to suspension has been resolved. Any suspension of the Services will not result in the tolling or any extension of the Term to account for the period of such suspension and Whelen will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of such suspension. This Section will not be construed as imposing any obligation or duty on Whelen to monitor use of the Application Services.

**11.5. Effect of Termination.** Upon any expiration or earlier termination of this Agreement all Order Forms entered under this Agreement will automatically terminate simultaneously and, Customer will (a) immediately discontinue all use of the Application Services and any Whelen Confidential Information; and (b) promptly pay to Whelen all amounts due and payable under this Agreement. Termination of this Agreement prior to expiration of the Term shall not affect any other agreement between Whelen and Customer in place at the time of such termination, and Customer shall remain responsible for the payment of any amounts due to Whelen or its designee pursuant to such other agreement(s).

**11.6. Survival.** The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination; or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. In addition to the foregoing, upon termination or expiration of this Agreement, the Parties' respective obligations under the provisions of Sections 1, 3, 6.4, 7, 9, 10, 11.5, 11.6, 12, and 13 will survive the termination of this Agreement. In addition, any provisions of the Third Party Terms that by their nature survive termination of this Agreement shall so survive.

**12. DATA DELETION.**

**12.1. Request to Delete.** Whelen shall delete or return Customer Content in its custody or control in accordance with Customer's instructions, including any applicable retention periods instructed by Customer or upon receipt of Customer's written request via the Organization Data Deletion Form. If Customer does not instruct a retention period for Customer Content or submit an Organization Data Deletion Form, then Whelen will

delete Customer Content in accordance with Whelen's data retention policy.

**12.2. Deletion Exceptions.** Notwithstanding anything to the contrary, Customer acknowledges and agrees that any obligation to delete Customer Content excludes any Customer Content (a) that Whelen is required to retain, or prohibited from deleting, under applicable law, (b) reasonably related to any pending or reasonably likely legal claim or defense, (c) within Whelen's logs or archived on Whelen's back-up systems (which shall be deleted in the normal course according to Whelen's policies and procedures), or (d) that is aggregated or anonymized data. For so long as Whelen retains any Customer Content under this Section, Whelen's obligations under Sections 5 and 7 shall survive and apply to the retained Customer Content, and, when Whelen retains any Customer Content for purposes of (a) or (b) of this Section, Whelen shall only process the retained Customer Content for the purpose for which it was retained and delete the Customer Content as soon as the purpose for which it was retained no longer applies. Whelen acknowledges that Customer Content retained under this Section may be subject to subpoenas or requests under the federal Freedom of Information Act or analogous state laws, and Whelen will reasonably assist Customer by providing the relevant retained Customer Content in accordance with Customer's reasonable instructions in order for Customer to respond to any such subpoena or request to the extent required by applicable law.

**12.3. Certification of Deletion.** The Parties acknowledge and agree that the Organization Data Deletion Form, once executed and returned by Whelen, serves as a written certification of destruction designed to prevent retrieval or recreation of data according to Whelen's standards and policies.

**12.4. Option for Return.** Within ten (10) days of termination of this Agreement, in the event Customer wishes for Customer Content to be returned, Customer shall notify Whelen in writing requesting the return of Customer Content. Except for any Customer Content that Customer requested to delete, Whelen will return Customer Content in a structured format reasonably agreed upon by the Parties within sixty (60) days of receipt of a request under this Section 12.4.

**13. MISCELLANEOUS.**

**13.1. Entire Agreement.** This Agreement together with the Order Form sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event of any conflict between the terms and conditions set forth in the body of this Agreement, any exhibits or attachments hereto, and the Order Form, the terms and conditions set forth in the body of this Agreement shall control unless an exception is expressly stated in as such in an exhibit, attachment, or the Order Form.

**13.2. Independent Contractors.** In making and performing this Agreement, Customer and Whelen act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

**13.3. Notices.** All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to Whelen as set forth below and to Customer at its address set forth in the Order Form, or addressed to such other address as the receiving Party may have given by



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written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

Whelen, Inc.  
51 Winthrop Rd.  
Chester, CT 06412  
Attn: CFO

**13.4. Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

**13.5. Assignment.** Customer shall not assign any of its rights or duties under this Agreement without the prior written consent of Whelen, and, absent such consent, any attempted assignment will be null, void and of no effect.

**13.6. No Third Party Beneficiaries.** The Parties acknowledge that, except as expressly set forth in this Agreement, the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Except as expressly set forth in this Agreement, nothing herein will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**13.7. Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**13.8. Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

**13.9. Force Majeure.** Except with respect to payment obligations hereunder, if any, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice and the Agreement shall terminate if such performance has not resumed within those thirty (30) days.

**13.10. Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Connecticut, without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of

Goods. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Middlesex County, Connecticut. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. No action, regardless of form, arising out of this Agreement, may be brought by either Party more than one (1) year after the cause of action has arisen. The prevailing Party in any action or proceeding will be entitled to recover its reasonable attorneys' fees and costs.

**13.11. Publicity.** Subject to Customer's prior review and approval, Whelen may use Customer's name and logo in marketing materials and on its website to identify Customer as a Whelen client. Except as provided in this Section and as required by applicable law, neither Party will use the other Party's name or logo in any advertisement, news release, or other public communication without the consent of the other Party which will not be unreasonably withheld, delayed, or qualified.

**13.12. U.S. Government End-Users.** Each of the Application Documentation and the software components that constitute the Application Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Services and the Application Documentation with only those rights set forth therein.

**13.13. Counterparts.** The Order Form to which this Agreement is attached and incorporated may be executed in any number of counterparts via electronic or facsimile means, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

**13.14. Affiliates, Subcontractors, and Vendors.** Some or all of the Services, including support, may be provided by Whelen's affiliates, agents, subcontractors, and information system vendors. The rights and obligations of Whelen may be, in whole or in part, exercised or fulfilled by the foregoing entities.

**13.15. USA Patriot Act Notice.** The U.S. federal USA Patriot Act ("*USA Patriot Act*") provides generally for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. Whelen anticipates fully complying with all its obligations, and availing itself of all its rights, under the USA Patriot Act.

**13.16. Export Compliance.** Customer acknowledges that the Application Services may be subject to export control laws. Customer will not, directly or indirectly, export or permit use of any portion of the Application Services outside of the United States without prior government authorization to the extent required by applicable regulation.

**13.17. Electronic Execution.** Each Party acknowledges and agrees that the Order Form may be executed by the Parties in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent). Customer acknowledges and agrees it will not contest the validity or enforceability of the Order Form, this Agreement or any related documents, including under any applicable statute of frauds, due to such execution in electronic form.

[End of Terms]

# Memo

**To:** City Council and Public Safety and General Government Committee  
**From:** Deputy Chief Melissa Lepore  
**CC:**  
**Re:** Fourth Amendment to the Recovery Network Programs, Inc. memorandum of agreement with the City of Norwalk dated August 23, 2022  
**Date:** June 18, 2026

The City of Norwalk entered into a memorandum of agreement (MOA) dated August 23, 2022, with the Recovery Network Program (RNP) for embedded social workers within the Norwalk Police Department. The MOA establishes a collaborative relationship between RNP and the City in assisting with the growing need to have social service professional assistance for mental health, social work support and intervention services. The mission of RNP is to restore hope, health, and well-being for individuals and families in a recovery environment that embraces compassion, dignity, and respect.

This MOA provides two full-time social workers assigned directly to the police departments Behavioral Health Unit. RNP employees respond and assist to calls for service for appropriate mental health and non-violent substance related calls. RNP employees also conduct mental health assessments, coordinate care, referrals and assertive linkage for emotionally disturbed persons. RNP utilizes local community resources along with an extensive infrastructure of programs to assist in person in need of various treatments. They also conduct aftercare and follow-ups to ensure persons are stabilized, connected to care, thus reducing repetitive calls for service and successful quality of life improvements.

We are requesting the following authorization:

1. Authorize Mayor, Barbara Smyth, to execute a fourth amendment to the Memorandum of Agreement by and between Recovery Network of Programs, Inc. and City of Norwalk commencing on July 1, 2026 and ending June 30, 2027 in the amount of \$318,600.00 to be paid from account #013026-5258.
2. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to the Recovery Network Program utilizing NPD account #013026-5258 based on the availability of funds not to exceed \$318,600.00.

**FOURTH AMENDMENT TO THE  
MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
RECOVERY NETWORK OF PROGRAMS, INC.  
AND  
CITY OF NORWALK**

**THIS FOURTH AMENDMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the **CITY OF NORWALK**, acting herein by Barbara C. Smyth, its Mayor, duly authorized (hereinafter referred to as the "City"), and **RECOVERY NETWORK OF PROGRAMS, INC** (a/k/a Recovery Network Programs, Inc.), a Connecticut corporation having an office and place of business located at 2 Trap Falls Road, Suite 405, Shelton, CT 06484, acting herein by Jennifer Kolakowski, its CEO, duly authorized (hereinafter referred to as the "RNP")(The City and RNP hereinafter referred to collectively as the "Parties" and each as "Party").

**WHEREAS**, the Parties entered into a written Memorandum of Agreement dated August 9, 2022 (the "Original Agreement"); and

**WHEREAS**, the Parties amended the Original Agreement to address a change in the allocation of social workers to two (2) full time social workers and increase the reimbursement for the Second Term Year via the First Amendment dated October 3, 2023 (the "First Amendment") and the Parties further amended the Agreement to incorporate the reimbursement for the Third Term and Third Term Reimbursement (the "Second Amendment"), and the Parties further amended the Agreement to provide reimbursement funding for the Fourth Term Reimbursement (the "Fourth Amendment"). Collectively the Original Agreement and the First and Second and Third Amendments are known as the "Agreement"; and

**WHEREAS**, the Parties now desire to further amend the Agreement to incorporate provisions for a Fifth Term, as defined below;

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings herein contained, the parties hereby amend the Agreement as follows:

A. Definitions. Capitalized terms used and not defined in this Fourth Amendment have the respective meanings assigned to them in the Agreement.

B. Amendment to the Agreement. As of the Effective Date, the Agreement is hereby amended or modified as follows:

1. Section 4 of the Agreement shall be amended by adding a new Section 4.d as follows:

d. The NPD will be responsible to provide/reimburse RNP the funding for the Allocated Resource for the period commencing on July 1, 2026 and ending June 30, 2027 (the "Fifth Term") in the amount of Three Hundred Eighteen Thousand

Six Hundred Dollars and Zero Cents (\$318,600.00) (the "Fifth Term Reimbursement"). The NPD will outline the manner in which RNP receives payment.

C. Except as expressly provided in this Fourth Amendment, all of the terms and provisions of the Agreement, as previously amended, are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement, as previously amended, or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date of this Amendment, each reference in the Original Agreement to "the Memorandum of Agreement," "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import and each reference to the Original Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Original Agreement will be a reference to the Original Agreement as previously and herein amended.

D. Electronic Signature. This Fourth Amendment may be executed and delivered via facsimile or electronic mail by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

**RECOVERY NETWORK OF PROGRAMS, INC.**

By: \_\_\_\_\_  
Jennifer E. Kolakowski  
Its Chief Executive Officer,  
Duly Authorized

**CITY OF NORWALK**

By: \_\_\_\_\_  
Barbara C. Smyth  
Its Mayor,  
Duly Authorized

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO  
AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
Kathleen L. Royle  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Comptroller



# Memo

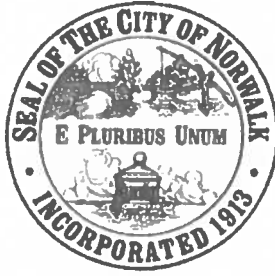
|              |                                                                                                                              |
|--------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>To:</b>   | Common Council and Public Safety and General Government Committee                                                            |
| <b>From:</b> | Deputy Chief Melissa Lepore                                                                                                  |
| <b>CC:</b>   |                                                                                                                              |
| <b>Re:</b>   | Third Amendment to the Recovery Network Programs, Inc memorandum of agreement with the City of Norwalk dated August 23, 2022 |
| <b>Date:</b> | January 13, 2026                                                                                                             |

The City of Norwalk entered into a memorandum of agreement (MOA) dated August 23, 2022, with the Recovery Network Program (RNP) for embedded social workers within the Norwalk Police Department. The MOA establishes a collaborative relationship between RNP and the City in assisting with the growing need to have social service professional assistance for mental health, social work support and intervention services. The mission of RNP is to restore hope, health, and well-being for individuals and families in a recovery environment that embraces compassion, dignity, and respect.

This MOA provides two full-time social workers assigned directly to the police departments Behavioral Health Unit. RNP employees respond and assist to calls for service for appropriate mental health and non-violent substance related calls. RNP employees also conduct mental health assessments, coordinate care, referrals and assertive linkage for emotionally disturbed persons. RNP utilizes local community resources along with an extensive infrastructure of programs to assist in person in need of various treatments. They also conduct aftercare and follow-ups to ensure persons are stabilized, connected to care, thus reducing repetitive calls for service and successful quality of life improvements.

We are requesting the following authorization:

1. Authorize Mayor, Barbara Smyth, to execute a third amendment to the Memorandum of Agreement by and between Recovery Network of Programs, Inc. and City of Norwalk commencing on July 1, 2025 and ending June 30, 2026 in the amount of \$300,528.00 to be paid from account #013026-5258.
2. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to the Recovery Network Program utilizing NPD account #013026-5258 based on the availability of funds not to exceed \$300,528.00.



## **REGULAR MEETING – PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE AGENDA**

**APRIL 24, 2025, 7:00 PM  
BY ZOOM VIRTUAL MEETING**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at [norwalkct.gov/meetings](https://norwalkct.gov/meetings).



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial \*9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also 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 by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Michele DeLuca at [mdeluca@norwalkct.gov](mailto:mdeluca@norwalkct.gov) with the subject line "Public Comment" to provide written public comment prior to the meeting.

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. ACCEPTANCE OF MINUTES**

**A. Regular meeting- February 27, 2025**

**IV. PUBLIC PARTICIPATION**

**V. NEW BUSINESS**

**A. Authorize the Norwalk Police Department to utilize a noncompetitive procurement justification form with Motorola Solutions for the purchase of investigative equipment with a two year support subscription. Funding is provided by the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award #15BJA-24-GG04596-JAGX**

**B. Authorize Mayor Harry W Rilling to execute a second amendment to the**

Memorandum of Agreement (MOA) by and between the Revcovery Network of Programs Inc and the City of Norwalk commencing on October 19, 2024 and ending June 30, 2025 in the amount of \$209,958 to be paid from account # 031026-5258

**C. Approve the recommended Vape Shops Fees re Vape Shops ordinance:**

- **Application Fee \$250.00**
- **Renewal Fee \$250.00**
- **Duplicate License Fee \$30.00**

**VI. DISCUSSION**

**A. Police Department- Overview of Community Services Division**

**VII. ADJOURNMENT**

**B. MAYOR'S REMARKS**

**V. COUNCIL PRESIDENT**

**A. RESIGNATIONS AND APPOINTMENTS**

**B. CONSENT CALENDAR**

**VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS**

**A. CORPORATION COUNSEL**

**B. BOARD OF ESTIMATE AND TAXATION**

**VII. COMMON COUNCIL COMMITTEES**

**A. FINANCE AND CLAIMS COMMITTEE**

1. Claims Committee Report dated May 2025
2. Monthly Tax Collector's Reports dated April 2025
3. Narrative on Tax Collections dated May 2025
4. ACTION REQUESTED:
  - a. Recommend the allocation of \$583,668 in Special Capital Appropriation funds to the Recreation and Parks Department for the development and construction of the Norwalk Community Recreation Center at 98 South Main Street as identified herein this memo and attached documentation. Current acct. #09256030 5777 C0719
  - b. Recommend the reduction in the amount of \$583,668 from the balance in the middle schools bathroom improvement capital budget Acct. #09225010 5777 C0807
5. RESOLUTION: Making Appropriations For Various Public Improvements Aggregating \$74,522,646 For The Fiscal Year 2025-2026 Capital Budget And Authorizing The Issuance Of \$74,522,646 General Obligation Bonds Of The City To Meet Certain Appropriations In The Fiscal Year 2025-2026 Capital Budget
6. Authorize the Mayor, Harry W. Rilling, to execute an Electronic Voting Equipment Lease Agreement with the State of Connecticut for a lease term of approximately 10 years and a total lease cost of \$1.00.  
Account No. 01-100-012-12100-0-5729

**B. PUBLIC SAFETY AND GENERAL GOVERNMENT**

1. Authorize Mayor, Harry W. Rilling, to execute the Certifications and Assurances by the Chief Executive of the Applicant Government as necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# ISPBJA-24-GG-04596-JAGX.
2. Authorize the Norwalk Police Department to utilize a noncompetitive procurement justification form with Motorola Solutions for the purchase of investigative equipment with a two year support subscription. Funding is provided by the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award #15BJA-24-GG04596-JAGX
3. Authorize Mayor, Harry W. Rilling, to execute a second amendment to the Memorandum of Agreement (MOA) by and between the Recovery Network of Programs Inc and the City of Norwalk commencing on October 19, 2024 and ending June 30, 2025 in the amount of \$209,958 to be paid from account # 031026-5258
4. Approve the recommended Vape Shops Fees for Vape Shops ordinance:
  - Application Fee \$250.00
  - Renewal Fee \$250.00
  - Duplicate License Fee \$30.00

**C. COMMUNITY SERVICES**

1. Authorize the Mayor, Harry W. Rilling, to execute necessary agreements and amendments with the Norwalk Housing Authority for Health Department staff and partners to use space at the EnVision Center for community health training and programming.

**D. LAND USE AND BUILDING MANAGEMENT**

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Haz-Pros, Inc. (State Contract: 103-0268 CV) for the Fox Run Elementary School asbestos flooring removal and replacement project for a total not to exceed \$265,000.00. Funds are available as follows:
  - Acct. # 09175010 5777 C0595
  - Acct. # 09215010 5777 C0595
  - Acct. # 09245010 5777 C0595
2. Authorize the NPS Facilities Department to issue change orders on this contract for a total of \$26,500.00. Funds are available in Acct. #09215010 5777 C0595
3. Authorize the Mayor, Harry W. Rilling, to execute the Guaranteed Maximum Price Amendment with Newfield Construction Group, LLC for the Rowayton School HVAC improvement project in the amount of \$10,308,938.00. Funds are available in Acct. #09245010 5777 C0843.



**FIRST AMENDMENT TO THE  
MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
RECOVERY NETWORK OF PROGRAMS, INC.  
AND  
CITY OF NORWALK**

THIS FIRST AMENDMENT, is made and entered into this 3<sup>rd</sup> day of October, 2023 (the "Effective Date"), by and between the CITY OF NORWALK, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City"), and RECOVERY OF NETWORK PROGRAMS, INC (a/k/a Recovery Network Programs, Inc.), a Connecticut corporation having an office and place of business located at 2 Trap Falls Road, Suite 405, Shelton, CT 06484, acting herein by Jennifer Kolakowski, its CEO, duly authorized (hereinafter referred to as the "RNP")(The City and Engineer hereinafter referred to collectively as the "Parties" and each as "Party").

WHEREAS, the Parties entered into a written Memorandum of Agreement dated August 23, 2022 (the "Original Agreement");

WHEREAS, pursuant to Section 4 of the Agreement, the City agreed to reimburse RNP the funding for one full-time and part-time social worker for one year in the amount of \$207,752;

WHEREAS, the one year period commenced on October 19, 2022;

WHEREAS, RNP agreed to increase the allocation of social workers from one full-time and one part-time social worker to two full-time social workers for one year, and the City agreed to increase the reimbursement to RNP for the funding of said two full-time social workers to \$248,748;

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein contained, the parties hereby amend the Original as follows:

A. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Original Agreement.

B. Amendment to the Original Agreement. As of the Effective Date, the Original Agreement is hereby amended or modified as follows:

1. Section 4 of the Original Agreement shall now be Section 4.a.
2. The following Section 4.b. shall be added to the Original Agreement.

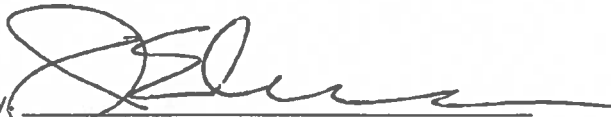
The NPD will be responsible to provide/reimburse RNP the funding for two full-time social workers for a period of one year commencing on October 19, 2023 and ending October 18, 2024 (the "Second Term Year") in amount

of \$248,748 (the "Second Term Year Reimbursement"). The NPD will outline the manner in which RNP receives payment.

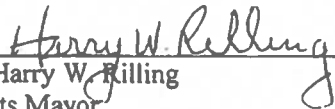
C. Except as expressly provided in this First Amendment, all of the terms and provisions of the Original Agreement, as previously amended, are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Original Agreement, as previously amended, or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date of this Amendment, each reference in the Original Agreement to "the Memorandum of Understanding," "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import and each reference to the Original Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Original Agreement will be a reference to the Original Agreement as previously and herein amended.

D. Electronic Signature. This First Amendment may be executed and delivered via facsimile or electronic mail by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

**RECOVERY NETWORK OF PROGRAMS, INC.**

By:   
Jennifer E. Kolakowski  
Its Chief Executive Officer,  
Duly Authorized

**CITY OF NORWALK**

By:   
Harry W. Kelling  
Its Mayor,  
Duly Authorized

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

By:   
Dustin L. Callahan  
Assistant Corporation Counsel

APPROVED AS TO  
AVAILABILITY OF FUNDS:

By:   
Comptroller/Deputy Comptroller

**Memorandum of Agreement**  
**Between**  
**Recovery Network of Programs, Inc.**  
**and**  
**City of Norwalk**

This Memorandum of Agreement (MOA) sets forth the terms and understanding between Recovery Network of Programs, Inc. (RNP) and the City of Norwalk (the City) Connecticut in establishing the Community Response Initiative (CRI),

**1. Background**

RNP, a non-profit, social service agency has been serving Connecticut communities for fifty-years. The mission of RNP is to restore hope, health and well-being for individuals and families in a recovery environment that embraces compassion, dignity and respect. RNP prioritizes the dignity of each of its employees and each person served, maintaining the highest standards of care among and within its extensive continuum of care of twenty-four programs.

The Norwalk Police Department (NPD) is the sole, full-time law enforcement agency responsible for public safety in the City. NPD consists of several different units, all falling within four police districts. NPD is firmly committed to a collaborative, cooperative, and interactive policing philosophy.

As a result of a shared commitment to cooperation, RNP and the City will implement a collaboration, such that RNP will provide social work support and intervention services to support the work of NPD.

**2. Purpose**

This Memorandum of Agreement (MOA) will establish a collaborative relationship between RNP and the City. This collaboration will place one full-time and one -time RNP employee social worker in the NPD. This collaboration will help with the NPD's growing need to have a social service professional assist with mental health calls as well as other social service calls as deemed appropriate by NPD.

**3. Roles and Responsibilities**

By executing this MOA, RNP and the City agree that:

1. RNP will provide one (1) full-time and one (1) part-time social worker that will work hours to be determine between the NPD and RNP with the flexibility to work evening and weekend hours at the discretion of the NPD as program needs evolve.
2. The RNP social worker, when safe and feasible as determined by and at the sole discretion of the NPD, will respond with the NPD in real time to assist on scene for appropriate mental health and non-violent substance related calls.
3. RNP will provide the social worker with the technology necessary to execute their responsibilities efficiently and effectively (laptop, cellphone, etc.).
4. NPD will provide RNP social worker with private office space and access to desk, printer, copier, etc.

5. The RNP social worker will conduct mental health assessments and coordinate care, referrals and assertive linkage for Emotionally Disturbed Persons (EDP) with guidance from the NPD's Behavioral Health Unit CBW).
6. The RNP social worker will use local community resources along with RNP's extensive infrastructure of programs to assist in the treatment of the EDP or non-violent substance dependent persons.
7. The RNP social worker, with the NPD's support, will work collaboratively to assist and provide the highest quality of care to the EDP or non-violent substance dependent persons.
8. RNP social worker will follow up on all EDP referrals/calls which occur beyond scheduled work hours within 24hrs of incident/referral.
9. RNP, its social workers, employees and agents shall comply with the terms of the HIPAA Business Associate Addendum attached hereto and hereby made a part hereof as if fully set forth herein.
10. RNP will conduct aftercare and follow-up to ensure that the EDP has been stabilized, connected to care, reducing repetitive calls.
11. The NPD may provide RNP social worker with police radio and other related equipment as deemed necessary.
12. RNP will provide training and supervision on an on-going basis to RNP social worker and the NPD to ensure excellent communication and the success of the CRI program.
13. The NPD will provide RNP with designated training blocks to educate current law enforcement officers and recruits on the use/purpose of the social worker and issues related to mental health and substance use disorders.
14. Subject to the I-IIPAA Business Associate Addendum attached hereto, RNP and NPD will collect comprehensive data to evaluate and demonstrate success and areas of improvement of the CRI program. RNP will provide monthly data and quarterly reports on agreed upon data points.
15. RNP and NPD leadership will meet regularly to evaluate and discuss the progress and data of the CRI program.
16. The NPD will provide access to its data system, to the extent permissible as determined by the NPD in its sole discretion, to allow RNP to properly document and accurately report all data that is needed for the CRI program.
17. When applicable, RNP and the NPD will collaboratively seek additional funding (grants etc.) to expand the CRI program and/or other programs related too behavioral or substance abuse.
18. RNP shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures related to its Roles and Responsibilities related to this MOA.
19. RNP shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this MOA, settlement of claims, or any other matter pertaining to RNP's demand for compensation by the City for a period of not less than three  
(3) years from the date of the final payment for services performed under this MOA.

#### **4. Funding**

The NPD will be responsible to provide/reimburse RNP the funding for one full-time and one part-time social worker for one year in the amount of \$ 207,752. The NPD will outline the manner in which RNP receives payment.

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## **5. Duration**

This MOA can be modified by mutual consent of authorized officials from RNP and NPD. This MOA shall become effective upon signature by authorized officials from RNP and NPD and will remain in effect until modified or terminated by any one of the partners by mutual consent.

## **6. Capacity/Independent Contractor**

RNP is acting as an independent contractor and is not an employee of the City. This MOA is for services only and does not create a partnership or joint venture between RNP and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for RNP during the Term of this MOA. RNP is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to RNP pursuant to this MOA.

## **7. Relationship of social workers to the City and NPD**

The social workers shall be considered employees or agents of RNP and not employees or agents of the City or the NPD. The social workers shall not be eligible for any employee benefits of the City or the NPD.

## **8. No Exclusive Right to Work**

Nothing contained herein shall grant RNP an exclusive right to perform the Roles and Responsibilities. The City may enter into similar agreements with other consultants at its sole discretion on an as needed basis.

## **9. Indemnification**

RNP shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims, including claims by RNP's client(s), for loss, cost, damage, liability, and/or injury to or death of a person, including the social workers, agents and employees of RNP, or loss of or damage to property, resulting directly or indirectly from RNP's or RNP's social workers', officers', agents' or employees' negligent performance pursuant to this MOA, or by any negligent omission to perform some duty imposed by law or this MOA upon RNP, its social workers, officers, agents or employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this MOA, and shall survive the termination of this MOA.

## **10. Insurance**

RNP, at its sole expense, shall maintain for the entire Term of this MOA, including any extensions, insurance coverages as set forth in the City Insurance Requirements attached hereto as Exhibit A. RNP shall provide proof of insurance prior to performing any services under this agreement.



### **11. No Consequential Damages**

RNP hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

### **12. No Assignment or Subcontracting**

RNP shall not assign, transfer or subcontract any portion of its Roles and Responsibilities without the prior written approval of the City.

### **13. Termination**

A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** If, through any cause, RNP shall fail to fulfill, in a timely and proper manner, its obligations under this MOA, or if RNP shall violate any laws or any of the covenants, agreements, or stipulations of this MOA, the City shall thereupon have the right to terminate this MOA for cause by giving written notice to RNP of such termination and specifying the effective date thereof. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by RNP pursuant to its performance under this MOA shall, at the option of the City, become the City's property. RNP shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. RNP shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the RNP's express written permission.

The term "cause" includes, without limitation the following:

- 1) If RNP furnished any statement, representation, warranty or certification in connection with this MOA, which is materially false, deceptive, incorrect, or incomplete;
- 2) If RNP fails to perform to the City's satisfaction any material requirement of this MOA or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the City reasonably determines that satisfactory performance of this MOA is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this MOA for cause, RNA shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this MOA by RNA and the City may withhold any payment to RNA for the purposes of setoff until such time as the exact amount of damages due the City from RNA is determined. Further, if applicable, the City shall have the right to:

- 1) Complete the Roles and Responsibilities, or any part thereof, either by itself or by other consultants, at the expense of RNP;
- 2) Purchase the products or services that are the subject of this MOA elsewhere and hold RNP responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify RNP from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination.

B. **TERMINATION FOR CONVENIENCE.** The City may terminate this MOA at any time the City determines that the purposes of the distribution of monies under the MOA would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to RNP and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the City, become property of the City. If this MOA is terminated by the City as provided herein, RNA shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of RNA pursuant to the terms of this MOA, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of this MOA.

#### **14. Claims for Damages**

Should either party to this MOA suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### **15. Dispute Resolution**

A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this MOA ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located unless another location is mutually agreed upon.

B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this MOA. A request for mediation shall be made in writing, delivered to the other party to this MOA, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this MOA. A demand for arbitration shall be made in writing, delivered to the other party to this MOA, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered, or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by the City, RNP shall continue performance under this MOA while matters in dispute are being resolved.

#### **16. Confidentiality**

During and after the Term of this MOA, RNP, including, without limitation, its social workers, employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the City or the NPD, any financial, administrative or other confidential business information, except as require by law.

#### **17. Setoff of Property Taxes Owed to the City**

Pursuant to the City Code of Ordinances Section 23-18. 4. 1 and Section 12-146b of the Connecticut General Statutes, as amended, RNP hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to RNP pursuant to this MOA if any taxes levied by the City against any property, both real and personal, owned by RNP are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from RNP pursuant to this section shall be applied to RNP's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding.

#### **18. Gifts**

During the Term of this MOA, including any extensions, RNP shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City or the Norwalk Public Schools or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to RNP shall include its members, officers, directors, employees, and owners of more than 5% equity in RNP.

## **19. City of Norwalk Code of Ethics**

RNP is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and RNP shall comply with the prohibitions set forth in the Norwalk Municipal Code of Ethics as codified in Chapter 19 of the City Code of Ordinances

## **20. Morals Clause**

Neither RNP nor RNP's social worker shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If either RNP or RNP's social worker is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or either RNP or RNP's social worker is accused of performing or committing any act which could adversely impact RNP's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period RNP may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion.

## **21. Non-Appropriation**

RNP acknowledges that the City is a municipal corporation, that the City's obligation to make payments under this MOA is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes for each budget year in which the MOA is in effect.

## **22. Governing Law**

The parties deem this MOA to have been made in the City, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the MOA to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Stamford, at Norwalk, only or shall be brought in the United States District Court for the District of Connecticut only and shall not be transferred to any other court. RNP hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

## **23. Counterparts**

This MOA may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one MOA. Any signature on a copy of this MOA or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this MOA.

**DULY SIGNED:**

Recovery Network of Programs, Inc.  
Jennifer E. Kolakowski  
Chief Executive Officer  
2 Trap Falls Road, Suite 405  
Shelton, CT 06484

Signature: \_\_\_\_\_

  
Jennifer E. Kolakowski

Date: \_\_\_\_\_

8/9/22

**DULY SIGNED:**

Norwalk Police Department  
Chief Thomas Kulhawik  
Chief of Police  
1 Monroe Street  
Norwalk, CT 06854

Signature: \_\_\_\_\_

  
Chief Thomas Kulhawik

Date: \_\_\_\_\_

8.9.2022

## HWAA BUSINESS ASSOCIATE ADDENDUM

Pursuant to the Memorandum of Agreement (the "MOA") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, RNP (herein the "Business Associate") may perform functions or activities involving the use and/or disclosure of Protected Health Information ("PHI") on behalf of the City (herein the "Covered Entity"), and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions:

**A. Introduction.** Covered Entity will make available and/or transfer to Business Associate certain information that is confidential and must be afforded special treatment and protection so Business Associate may perform services for Covered Entity pursuant to the MOA. Business Associate agrees that such information shall constitute Protected Health Information and can be Used or Disclosed only in accordance with this Addendum and the collection of federal laws, rules and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 1936 (codified in scattered sections of 29 U. S. C. and 42 U. S. C. ) ("HIPAA") Privacy Rule and Security Rule, the Health Information Technology for Economic and Clinical Health Act, 42 U. S. C. "17921-17954" ("HITECH Act"), the Omnibus HIPAA Final Rule (78 Fed. Reg. 5566 (Jan. 25, 2013) (to be codified in scattered sections of 45 C. F. R. Parts 160 and 164)) ("Omnibus Rule") (collectively these federal rules are referred to collectively in this Addendum as the "HIPAA Rules") and applicable state and federal laws, rules and regulations regarding the privacy, confidentiality and security of specific types of health information. RNP is a "Business Associate" under the Privacy and Security Rules with respect to its role as a provider of a social worker for the City's NPD and performs certain administrative services for or on behalf of Covered Entity which involves access to and the disclosure of Protected Health Information.

**B. Definitions.** For the purposes of this Addendum, the following terms shall have the following meaning:

1. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, as enacted in the American Recovery and Reinvestment Act of 2009, 42 U. S. C. "17921-17954. All references to the "HITECH Act" in this Addendum shall be deemed to include the Omnibus Rule.

2. "Privacy Rule" means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 C. F. R. Parts 160 and 164, Subparts A and E as amended, clarified and supplemented from time to time. All references to the "Privacy Rule" in this Addendum shall be deemed to include the Omnibus Rule.

3. "Security Rule" means the HIPAA Security Standards for the Protection of Electronic Protected Health Information at 45 C. F. R. Part 160 and Part 164, Subparts A and C as amended, clarified and supplemented from time-to-time. All references to the "Privacy Rule" in this Addendum shall be deemed to include the Omnibus Rule.

4. "Standard Transactions Rule" means the HIPAA Standards for Electronic Transactions at 45 C. F. R. Parts 160 and 162.

5. The following terms used in this Addendum shall have the same meaning ascribed to them in the HIPAA Rules: Access, Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure,



Health Care Operations, Electronic Protected Health Information ("Electronic PHI"), Genetic Information,

Individual, Individually Identifiable Health Information, Marketing, Minimum Necessary, Notice of Privacy Practices, Personal Health Records, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Business Associate, Unsecured Protected Health Information ("Unsecured PHI"), Use, Payment and Treatment. For purposes of this Addendum, unless otherwise specified, all obligations of Business Associate relating to PHI also shall apply to Electronic PHI.

c. Nature of Use and Disclosure of Information. Business Associate shall be permitted to Use and/or Disclose PHI provided or made available from Covered Entity solely to provide the services set forth in the MOA and as specifically set forth in this Section C. Business Associate shall not Use or Disclose the PHI provided or made available by Covered Entity for any purpose other than as: (1) expressly permitted by this Addendum or the MOA; (2) as Required By Law; (3) permitted with Covered Entity's prior written consent; (4) necessary to Business Associate's employees, agents or representatives who need to know such PHI for the purposes set forth in the MOA; (5) to carry out Business Associate's legal responsibilities; or (6) for Data Aggregation for Covered Entity's operations purposes. Furthermore, Business Associate may not Use or Disclose PHI in a manner that would violate 45 C. F. R. Part 164, Subpart E if done by Covered Entity.

D. Business Associate's Obligations.

1. Limits On Use And Disclosure. Business Associate agrees that the PHI provided or made available by Covered Entity shall not be Used or Disclosed other than as specifically set forth in Section C of this Addendum.

2. Appropriate Safeguards. Business Associate shall establish and maintain appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of PHI and Electronic PHI and to prevent any use or disclosure of the PHI other than as provided in Section C of this Addendum.

3. Compliance with Security Rule. Business Associate shall comply with the Security Rule. Upon request by Covered Entity and not more than once annually, Business Associate shall provide Covered Entity with electronic or paper copies of its policies and procedures evidencing its compliance with the Security Rule.

4. Breach Reports. Following completion of its internal investigation, Business Associate shall report to Covered Entity, any of the following events (collectively referred to in this paragraph as "Breach"): (a) any Use or Disclosure of PHI not permitted under by Section C of this Addendum or permitted by law; (b) any Security Incident as defined in 45 C. F. R. S 164. 304; (c) any "breach of the security of the system" as defined in New York General Business Law Section 899-aa(1)(c); and (d) any Breach of Unsecured PHI as defined at 42 U. S. C. "17921 and 17932(h) and 45 C. F. R. 5164. 402. Business Associate's written report shall:

- (i) identify the nature of the non-permitted Access, Use or Disclosure, including the date of the Breach and the date of discovery of the Breach;
- (ii) identify the PHI Accessed, Used or Disclosed as part of the Breach;
- (iii) upon request, assist Covered Entity in the performance of a risk assessment concerning the Breach;

- (iv) identify what corrective action Business Associate took or will take to prevent further nonpermitted Access, Use or Disclosure;
- (v) identify what Business Associate did or will do to mitigate any harmful effect(s) of the nonpermitted Access, Use or Disclosure;
- (vi) provide such other information as Covered Entity may require to supplement Business Associate's written report;
- (vii) cooperate with Covered Entity in its efforts to mitigate the Breach and comply with the HIPAA Rules and any applicable state breach notification rules; and

(viii) provide such other information as may be required pursuant to subsequently issued regulations issued under the HIPAA Rules.

5. Right of Access to Information & Amendments. If Covered Entity provides Business Associate with PHI that is part of a Designated Record Set, within fifteen (15) days of Covered Entity's request, Business Associate agrees: (a) to provide access to such PHI to Covered Entity or, when directed by Covered Entity, to an Individual in order for Covered Entity to meet the access to information provisions of the Privacy Rule, including providing access to PHI in electronic form (if readily producible) under 45 C. F. R. S 164. 524 (c)(2) and (b) to make any amendments(s) to such PHI.

6. Providing Accounting. Under the Privacy Rule, Covered Entity must provide Individuals an accounting of certain Disclosures of their PHI for a reason other than Treatment, Payment and Health Care Operations. To assist Covered Entity in providing this information to Individuals, Business Associate agrees to document Disclosures of PHI and information related to such Disclosures for reasons other than Treatment, Payment and Health Care Operations during the Term of the MOA to enable Covered Entity to respond to an Individual's request for an accounting of disclosures of PHI and make available such information to Covered Entity within ten days of Covered Entity's request for the information. If Business Associate (or its agents or subcontractors, if applicable) receives a request for an accounting of disclosures directly from an Individual, Business Associate shall forward such request to Covered Entity within fifteen (15) days of receipt. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

7. Audits by the Secretary. Business Associate agrees: (a) to make its internal practices, books and records relating to the Use or Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules; (b) to cooperate fully with Covered Entity when responding to such regulatory audits and investigations; and (c) to concurrently provide Covered Entity with copies of the information it provides to the Secretary.

8. Additional Business Associate(s). Business Associate shall enter into a written agreement to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI. If the agreement entered into between Business Associate and its subcontractors(s) permits additional subcontracting, Business Associate shall ensure that its subcontractor requires its subcontractors to agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI.

9. Minimum Necessary. Business Associate warrants, on its behalf and on behalf of its subcontractors, if any, that it will only request and use the minimum amount of PHI necessary to perform the stated purpose(s) of the MOA as set forth in Section C of this Addendum.

E. Additional Business Associate Obligations.

1. Mitigation Procedures. Business Associate shall mitigate to the maximum extent, any harmful effect(s) arising out of or from the intentional or inadvertent Use or Disclosure of PHI that is or could be contrary to this Addendum, the HIPAA Rules or that could damage third parties.

2. Sanctions. Business Associate shall develop, implement and maintain sanction procedures for any employee, subcontractor agent who violates the terms of this Addendum or the HIPAA Rules. Such sanction procedures shall be made available to Covered Entity within fifteen (15) days of its reasonable request during the term of the MOA or with fifteen (15) days of Covered Entity's request in the event of a Breach as set forth in Section D (4) of this Addendum.

3. Indemnification. The indemnification provisions of the MOA shall apply to any breach of this Addendum.

4. Property Rights. The PHI shall be and remain the property of Covered Entity. Neither Business Associate nor its subcontractor(s), if any, shall acquire title or rights to the PHI, excluding any de-identified information, as a result of this Addendum or the MOA, unless such PHI also includes proprietary information of Business Associate.

5. Response to Government Authorities. Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a governmental or administrative subpoena(s) or any informal request(s) from a governmental entity relating in any way to the PHI provided pursuant to this Addendum and allow Covered Entity to seek a protective order or otherwise challenge the subpoena or request before responding thereto.

6. No Sale of PHI. Business Associate shall not directly or indirectly receive financial or in-kind remuneration in exchange for any PHI in compliance with 45 C. F. R. 164. 502(a)(5)(ii).

7. Marketing. Business Associate shall not make or cause to be made any marketing communications about its products or services that is prohibited by 42 U. S. C. 17936(a) or 45 C. F. R. S 164. 508(a)(3).

8. Fundraising. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 45 C. F. R. 164. 514(f).

9. Restriction Requests. If applicable, Business Associate shall abide by any restriction request agreed to by Covered Entity under 45 C. F. R. 164. 522(a) within fifteen (15) business days of receiving notice of such by Covered Entity.

10. Confidential Communications. If applicable, Business Associate shall abide by any confidential communication requirements that Covered Entity is subject to under 45 C. F. R. 164. 522(b) within fifteen (15) business days of receiving notice of such by Covered Entity.

11. Genetic Information. If applicable, Business Associate shall not Use or Disclose PHI that is Genetic Information for underwriting purposes, as defined at 45 C. F. R. S 164. 502(a)(5), conducted on behalf of Covered Entity.

12. No Offshoring of PHI. Neither Business Associate nor its subcontractor(s), if any, shall provide the services contemplated under the MOA or Access, Use and Disclose any PHI outside of  
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the Continental United States unless Covered Entity provides its express written consent, which may be unreasonably withheld.

13. Audits, Inspection and Enforcement. Within fifteen (15) days of a written request by Covered Entity, Business Associate and its agents or subcontractors, if any, shall allow Covered Entity to conduct a reasonable inspection of its facilities, systems, books, records, agreements, policies and procedures relating to the Use or Disclosure of PHI and the implementation of appropriate security safeguards pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that: (a) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (b) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; (c) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate; and (d) such inspection shall not occur more than once annually or, in the event of a Breach described in Section D (4) of this Addendum, within thirty days of the Breach in question. The fact that Covered Entity inspects, or fails to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's: (i) failure to detect; or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Addendum.

14. Standard Transactions. If Business Associate conducts in whole or in part Standard Transactions for or on behalf of Covered Entity, Business Associate shall comply with the Standard Transaction Rule.

15. De-Identified Information. Business Associate may store, analyze, access and use components of PHI that have been de-identified in accordance with 45 C. F. R. S 164. 514 and that do not contain any PHI or Individually Identifiable Health Information, provided that any such use is consistent with applicable law.

F. Disclosure of PHI to Covered Entity. Covered Entity makes the following representations to Business Associate:

1. Certification and Adequate Separation. Covered Entity hereby certifies that it:

- (i) will use and disclose PHI it receives from Business Associate only to perform the its administrative functions;
- (ii) has implemented procedures to provide for adequate separation between employees of Covered Entity who have access to PHI received from Business Associate to perform its administrative functions and all other employees of Covered Entity;
- (iii) has safeguards in place, and satisfies all other requirements under law with respect to any PHI and Electronic PHI it receives from Business Associate; and
- (iv) will take all other action necessary to comply and continue to comply with the Privacy and Security Rules or the HITECH Act which are necessary to permit Business Associate to disclose PHI to Covered Entity consistent with this Addendum.

2. Additional Representations.

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(i) Covered Entity will notify Business Associate immediately if any of its representations in this Section are no longer true.

(ii) Covered Entity will not request PHI from Business Associate, or request Business Associate to use or disclose PHI, beyond what is minimally necessary to accomplish the intended purpose or in any other manner not permitted under the MOA, this Addendum, the Privacy and Security Rules or the HITECH Act.

3. Minimum Necessary Disclosure. Except in the case of disclosure of PHI to Covered Entity pursuant to a HIPAA-compliant authorization, Business Associate will make reasonable efforts to insure that the amount of PÆ disclosed to Covered Entity in accordance with this Section will be the minimum amount

of



necessary to accomplish the intended purpose, as required, but subject to the exceptions provided under 45 CFR S 164. 502(b).

G. Term and Termination.

1. Term. This Addendum shall become effective on the Effective Date of the MOA and shall continue until terminated by Covered Entity or the MOA expires or is terminated. In addition, certain provisions and requirements of this Addendum shall survive its expiration or other termination of this Addendum as noted herein.

2. Material Breach. A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach and shall provide grounds for immediate termination of the MOA by Covered Entity.

3. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the HIPAA Rules or the provisions of this Addendum and does not terminate the Addendum, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either: (a) terminate this Addendum and the MOA, if feasible; or (b) if termination of this Addendum and the MOA is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary. The obligations set forth in this Section are reciprocal and shall apply to Business Associate if it knows of a pattern of activity or practice of Covered Entity that constitutes a violation of Covered Entity's obligations under the HIPAA Rules and Business Associate shall cause this obligation to apply to its subcontractors, if permitted under the MOA.

4. Judicial or Administrative Proceedings. Either party may terminate this Addendum and the MOA, effective immediately, if: (a) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or applicable state law; or (b) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or applicable state laws is made in any administrative or civil proceeding in which the party has been named.

5. Effect of Termination. Upon termination of this Addendum for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors, if any, still maintain in any form and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections C, D and E of this Addendum to such PHI, limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible and retain such PHI for six years from the date this Addendum terminates. If Business Associate elects to destroy the PHI, Business Associate shall cause one of its authorized corporate officers to certify in writing to Covered Entity that such PHI has been destroyed. This provision shall survive the termination of this Addendum for any reason.

H. Miscellaneous.

1. Amendments. Any amendment to this Addendum needed to comply with the HIPAA Rules, shall be adopted automatically, without need for the parties' signatures, and deemed incorporated into this Addendum as of the compliance date of the applicable HIPAA Rules.

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2. Ambiguity. Any ambiguities in this Addendum or its defined terms shall be resolved in favor of a meaning that promotes the parties' compliance with the HIPAA Rules.

3. Survival. The confidentiality and security obligations hereunder are perpetual and shall survive the termination of the MOA or this Addendum for any reason.

of

4. Disclaimer. Each party is solely responsible for all decisions it makes regarding the Use, Disclosure and safeguarding of PI--II.

5. No Agency. The parties agree and acknowledge that Business Associate is an independent contractor, and it is not the intention of either party, whether expressed or implied, to create an agency relationship under the Federal Common Law of Agency.

# Memo

**To:** Common Council and Public Safety and General Government Committee  
**From:** Deputy Chief Melissa Lepore  
**CC:**  
**Re:** Vector Solutions, Frontline Public Safety Software purchase.  
**Date:** June 18, 2026

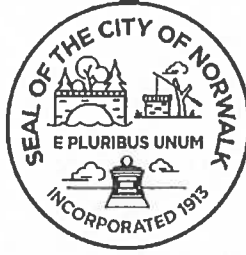
The Norwalk Police Department (NPD) is requesting the purchase of Vector Solutions, Frontline Public Safety software by means of a noncompetitive procurement justification form. The Vector Solutions is the sole source provider of Frontline Public Safety Software for officer training records and field training officers.

Connecticut Police Officer Standard and Training (POST) Council currently uses Acadis software which interfaces with Frontline allowing us to communicate training records with greater ease. At this time, there is no other company that interfaces with Acadis. Frontline software will allow NPD to collect, store, and track all training data, decreasing the need for paper documentation, while facilitating our ability to demonstrate compliance and officer certifications.

Due to the increasing need for a variety of training requirements as mandated by state, federal, and local governing bodies, NPD is required to keep thorough records for all 183 sworn officers and 35 civilian personnel. These records are utilized through audits, record requests, and accreditation requirements.

We are requesting the following authorization:

1. Authorize the Norwalk Police Department to utilize a Noncompetitive Procurement Justification Form with Vector Solutions, Frontline Public Safety Software for the purchase of training software with a one-year support subscription commencing on July 1, 2026 and ending on June 30, 2027. The total amount is \$13,490.00. Funding is currently available in Munis account #013022-5329.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 6/2/2026

DEPARTMENT: Police

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

Check One:

|                                     |   |                                                                                                                                                                                                                                                             |
|-------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | 1 | The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements         |
| <input type="checkbox"/>            | 2 | After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)                                                                                                       |
| <input checked="" type="checkbox"/> | 3 | The compatibility of equipment, accessories, or replacement parts is of paramount consideration                                                                                                                                                             |
| <input type="checkbox"/>            | 4 | The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)                                                                                                        |
| <input type="checkbox"/>            | 5 | The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency |
| <input checked="" type="checkbox"/> | 6 | Other, please explain: see PA review and comments                                                                                                                                                                                                           |

TOTAL COST: \$13,490.00 MUNIS Account: 013022-5329

VENDOR: Frontline - Target Solutions Learning (Vector)

| Purchasing Agent Signature         | The Purchasing Agent                                                                                     | Department Head Signature |
|------------------------------------|----------------------------------------------------------------------------------------------------------|---------------------------|
| Digitally signed by Sharon Conners | <input checked="" type="checkbox"/> Supports                                                             |                           |
| Purchasing Agent Name              | <input type="checkbox"/> Does Not Support                                                                | Department Head Name      |
| Date: 2026.06.10 11:40:53 -04'00'  | <input type="checkbox"/> Single Source Requires Common Council Authorization (in excess of \$20,000.00)? | Date: 6/3/26              |

Sharon  
Conners  
S

**JUSTIFICATION:**

Frontline Public Safety Solutions is the sole source provider of the "My Frontline:" One Login Solution. Each module can be seamlessly accessed & managed with the one login page. The modules are standalone, web-based solutions offering independent customization options for each module to fit an agency's needs. We are the only provider of such services, that does not require the purchase of additional equipment/software to perform these tasks with a centralized login screen.

**Purchasing Agent Review and Comments:** It is not NCP #3, this is new equipment/ service to NPD. This request requires IT Security Review prior to CC Committee and CC review and authorization due to the multi-year commitment of funds

**ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes):** \_\_\_\_\_

**Vendor 1:** \_\_\_\_\_

**Vendor 2:** \_\_\_\_\_

**EMERGENCY:** Explain in detail the nature of the emergency



Quote ID  
Q-537818

Valid Until  
Saturday, July 4, 2026

Contact Name  
Shawn O'Leary

**TargetSolutions Learning, LLC Order Form  
Schedule A**

**Date:** Thursday, June 4, 2026

**Client Information**

|                                                         |                                               |
|---------------------------------------------------------|-----------------------------------------------|
| <b>Client Name:</b> Norwalk Police Department (CT)      |                                               |
| <b>Address:</b><br>1 Monroe Street<br>Norwalk, CT 06854 |                                               |
| <b>Primary Contact Name:</b><br>Joseph Dinho            | <b>Primary Contact Phone:</b><br>203-854-3053 |

**Agreement Term**

|                                   |                                |
|-----------------------------------|--------------------------------|
| <b>Effective Date:</b> 07/01/2026 | <b>Initial Term:</b> 12 months |
|-----------------------------------|--------------------------------|

**Invoicing Contact Information** (Please fill in missing information)

|                                                                          |                                     |                                                    |
|--------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------|
| <b>Billing Contact Name:</b>                                             |                                     |                                                    |
| <b>Billing Address:</b><br>1 Monroe Street<br>Norwalk, Connecticut 06854 |                                     | <b>Billing Phone:</b><br><br><b>Billing Email:</b> |
| <b>PO#:</b>                                                              | <b>Billing Frequency:</b><br>Annual | <b>Payment Terms:</b><br>Net 30                    |

**Annual Fee(s)**

| Product Code       | Product          | Description                                                                                                                                                               | Minimum Annual Commitment | Price       | Sub Total   |
|--------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------|-------------|
| FL-FTOTracker      | FTO Tracker      | Comprehensive tool that streamlines the Field Training Officer process by organizing evaluations, tracking trainee development, and standardizing training documentation. | 50                        | \$2,150.00  | \$2,150.00  |
| FL-TrainingTracker | Training Tracker | Comprehensive software that helps agencies manage, track, and ensure compliance with training requirements for law enforcement, dispatch, and public safety personnel.    | 183                       | \$11,340.00 | \$11,340.00 |

Annual Total: \$13,490.00

**One-Time Fee(s)**

| Product Code | Product | Description | Qty | Price | Sub Total |
|--------------|---------|-------------|-----|-------|-----------|
|--------------|---------|-------------|-----|-------|-----------|

One-Time Total: \$0.00

**Total (including Annual and One-Time): \$13,490.00**

*This is not an invoice.*

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Minimum Annual Commitment) will be invoiced at the per Named User rate stated in the Order Form, on a prorated basis determined by the date such Users are added during the contract year. Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent contract years during the Term.
2. Fees during the Initial Term shall be increased by 5.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW**



**FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

**Signatures**

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd, Suite 300  
Tampa, FL 33609

Norwalk Police Department (CT)  
1 Monroe Street  
Norwalk, CT 06854

By: 

By: \_\_\_\_\_

Printed Name: Michael A Dagnino

Printed Name: \_\_\_\_\_

Title: Administrative Manager

Title: \_\_\_\_\_

Date: June 9 2026

Date: \_\_\_\_\_



2/27/2026

Norfolk Police Department

To whom it may concern,

Frontline Public Safety Solutions is the sole source provider of the "My Frontline" One Login Solution. Each module can be seamlessly accessed & managed with the one login page. The modules are standalone, web-based solutions offering independent customization options for each module to fit an agency's needs. We are the only provider of such services, that does not require the purchase of additional equipment / software to perform these tasks with a centralized login screen.

Brief explanation of each module below.

**Training Tracker** - Consolidates employee training records into one program. This includes viewing each employee's training history and status including training hours, training courses attended, mandates, certificates & expenses.

**FTO Tracker** - Customize DOR's to meet agency requirements. Our form wizard allows you to create categories, questions, and select a point system to help measure your trainee's performance. You can view graphs that break down their progress from a total score down to each individual question. Customize and manage trainee checklist to ensure that all phases are completed. Robust reporting features with digital signatures and verification.

Because Acadis operates within the Vector/Frontline ecosystem, we are uniquely positioned as the only provider that can deliver a seamless, fully supported integration into Acadis—eliminating third-party risk and ensuring alignment across your systems.

Sincerely,

*Paige Kransberg*

Paige Kransberg

Sales Director

Paige.kransberg@vectorsolutions.com