

THIRD AMENDMENT

to

AGREEMENT WITH CITY OF FRESNO, CALIFORNIA FOR SERVICES

THIS THIRD AMENDMENT is entered into effective this 2nd day of July 2021, by and between the city of Fresno, a California municipal corporation, (hereinafter referred to as "Customer"), City of Fresno Police Department, 2323 Mariposa Street, Fresno, CA 92721 and ShotSpotter, Inc., a Delaware corporation (hereinafter referred to as "ShotSpotter"), with offices located at 7979 Gateway Blvd., Ste. 210, Newark, CA 94560. Customer and ShotSpotter may also be referred to herein individually as a "Party", or collectively as the "Parties".

RECITALS

WHEREAS, the CITY and ShotSpotter entered into the Agreement with the City of Fresno, California for Service (hereinafter referred to as "Agreement") on April 8, 2015; and

WHEREAS, the CITY and ShotSpotter Amended the Agreement on September 21, 2017 (the "First Amendment") to expand the coverage area for an additional 3.00 square miles, and on February 15, 2018 (the "Second Amendment") to expand the coverage area for an additional 2.26 square miles; and

WHEREAS, ShotSpotter, the Customer, and the Fresno Unified School District (the "District") entered into a Memorandum of Understanding (the "MOU") dated July 2, 2021 to transfer the six (6) square mile coverage area under the subscription agreement between ShotSpotter and the District to CITY; and

WHEREAS, the Customer and ShotSpotter desire to further amend the Agreement to add the six (6) square mile coverage area previously under agreement between ShotSpotter and the District to the Customer's coverage area, and to provide a single coterminous subscription period for the Customer's new total coverage area; and

WHEREAS, the Customer and ShotSpotter desire to extend the Agreement for an additional three (3) years, through June 30, 2024.

AGREEMENT

NOW, THEREFORE, in consideration of the Agreement as previously amended, this Amendment Three, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the Parties agree as follows:

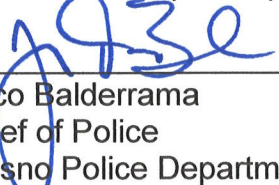
1. In accordance with the MOU, the 6 square mile coverage area previously under contract for the District has been transferred to Customer effective 11/27/2020.
2. Effective with signature of this Third Amendment, the Customer's coverage area totals 14.26 square miles.
3. Customer and ShotSpotter agree to extend the term of the Agreement an additional three (3) years, through June 30, 2024.
4. The Customer agrees to pay ShotSpotter the subscription fees due for the 14.26 square mile coverage as set forth in Exhibit A attached hereto.

Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Third Amendment, this Third Amendment shall control.


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Third Amendment on the day and year first written above.

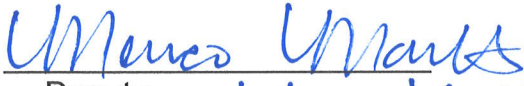
CITY OF FRESNO
a California municipal corporation

By:  6-25-21
Paco Balderrama Date
Chief of Police
Fresno Police Department

SHOTSPOTTER, Inc., dba SST, Inc.
a Delaware corporation

By:  6/10/2021
Roxanne Lerner Date
Contracts Manager

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: 
Deputy Marco Martinez
7/2/2021

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  6/24/21
Kristi Costa Date
Deputy City Attorney

Address:
City of Fresno
ATTN: Chief Paco Balderrama
Fresno Police Department
2323 Mariposa Mall
Fresno, CA 93721

Address:
ShotSpotter, Inc. dba SST, Inc.
ATTN: Alan R. Stewart
ShotSpotter, Inc.
7979 Gateway Blvd., Suite 210
Newark, CA 94560

EXHIBIT A
Subscription Fees

6 mi² Phase I and Phase III (PD) Coverage Areas

- Current annual rate per square mile: \$52,500

6 mi² Phase II and Phase IV (USD) Coverage Areas

- Current annual rate per square mile: \$58,333*

2.26 mi² Phase V (BRT) Coverage Area

- Current annual rate per square mile: \$65,000**

Prorated Term to Coincide with Fiscal Year

Coverage Area	Prorated Term (11/26/20-6/30/21)	Prorated Term (3/2/21-6/30/21)	Prorated Term Total
Phase I	\$93,205		
Phase II	\$29,589		
Phase III	\$93,205		
Phase IV	\$29,589		
Phase V		\$12,929	
TOTAL:	\$245,589	\$12,929	\$258,518

*Phase II and Phase IV Prorated Term pricing is based on reduced Year One rate of \$100,000 (provided on January 5, 2021).

**Phase V Prorated Term pricing is based on reduced Year One rate of \$39,000 (provided on January 5, 2021).

Three-Year Term

Coverage Area	7/1/2021-6/30/2022 Rate (Year 1 of 3)	7/1/2022- 6/30/2023 Rate (Year 2 of 3)	7/1/2023-6/30/2024 Rate (Year 3 of 3)	Three-Year Total
Phase I	\$157,500	\$157,500	\$157,500	\$472,500
Phase II	\$79,589	\$144,384	\$175,000	\$398,973
Phase III	\$157,500	\$157,500	\$157,500	\$472,500
Phase IV	\$79,589	\$144,384	\$175,000	\$398,973
Phase V	\$69,774	\$131,832	\$131,832	\$333,438
TOTAL:	\$543,952	\$735,600	\$796,832	\$2,076,384

Phase II and IV pricing is based on the reduced Year One rate of \$100,000 and reduced Year Two rate of \$200,000 (provided on January 5, 2021); however, these rates are applied proportionately across Year 1 and Year 2 to accommodate the Prorated Term).

Phase V pricing is based on reduced Year One rate of \$39,000 and Year Two rate of \$131,832 (provided on January 5, 2021); however, these rates are applied proportionately across Year 1 and Year 2 to accommodate the Prorated Term).