

**SECOND AMENDMENT  
TO AGREEMENT WITH CITY OF FRESNO, CALIFORNIA FOR SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, amends the Agreement entered between the CITY OF FRESNO, a California municipal corporation ("City"), with offices located at 2323 Mariposa Street, Fresno, CA, 93721 and SoundThinking, Inc., a Delaware Corporation, formerly known as ShotSpotter, Inc., ("SoundThinking"), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538. City and SoundThinking may also be referred to herein individually as "Party", or collectively as "Parties".

**RECITALS**

WHEREAS, City and SoundThinking entered into an Agreement, dated July 2, 2021 for SoundThinking's gunshot location system ("Agreement"); and

WHEREAS, City and SoundThinking amended the Agreement on October 1, 2021 (the "First Amendment") to expand the coverage area for an additional 3.00 square miles for the period of 10/1/2021 through 6/30/2024; and

WHEREAS, City and SoundThinking now desire to extend the Agreement for an additional three (3) years, through June 30, 2027 for additional monetary consideration of \$3,140,025 (\$1,046,675 annually), for a total contract fee of \$7,623,471.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, the Parties agree that the Agreement is amended as follows:

1. SoundThinking shall provide additional services for an additional three years, through June 30, 2027. City's payment of the annual fees as set forth in the SoundThinking quote #FRESNOPD011624r is attached hereto as Exhibit A, to which SoundThinking will renew City's subscription for the period July 1, 2024 through June 30, 2027.

2. Effective with signatures of this Second Amendment, the City's coverage area totals 17.26 square miles.

3. SoundThinking's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be a total net fee of \$3,140,025 for a total contract amount of \$7,623,471.

4. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Second Amendment, shall be null and void.

5. Except as otherwise provided herein, the Agreement and the First Amendment, shall remain in full force and effect.


**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Second Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

SOUNDTHINKING, Inc.,  
A Delaware corporation

By: \_\_\_\_\_  
Mindy Casto, Interim Chief of Police  
Fresno Police Department

By:   
Name: Roxanne Lerner

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Title: Director of Contracts  
(If corporation or LLC., Board Chair, Pres.  
or Vice Pres., or authorized representative)

By:  8/1/24  
Jennifer M. Wharton Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk





By: \_\_\_\_\_  
Deputy Date

Address:  
City of Fresno  
ATTN: Mindy Casto  
Fresno Police Department  
2323 Mariposa Mall  
Fresno, CA 93721

Address:  
SoundThinking, Inc.  
ATTN: Roxanne Lerner  
rlerner@soundthinking.com  
39300 Civic Center Dr., Suite 300  
Fremont, CA 94538

Attachment: Exhibit A

**EXHIBIT A**  
**Quote #FRESNOPD011624r**

				
SoundThinking, Inc. 39300 Civic Center Dr., Suite 300 Fremont, CA 94538-2337 Phone: 888.274.6877 Fax: 650.887.2106		<b>DATE</b> 1/16/2024 <b>Quote #</b> FRESNOPD011624r <b>Customer ID</b> Fresno PD		
<b>Quote For:</b> Lieutenant Brian Valles Patrol Administration Fresno Police Department 2323 Mariposa Mall Fresno CA, 93721		Quote valid until: 7/31/2024 Prepared by: K Isotalo		
<b>Comments or Special Instructions:</b> Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for an additional three-year term (July 1, 2024 through June 30, 2027) for the 17.26 mi <sup>2</sup> coverage area. The proposed services will be delivered according to the terms and conditions contained in the SoundThinking Master Services Agreement and its addenda, which is incorporated herein by reference.				
<b>SALES DIRECTOR:</b>	Terri Greene	<b>TERMS:</b>	Net 30	
<b>QUANTITY (mi<sup>2</sup>)</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE (per mi<sup>2</sup>)</b>	<b>TAXABLE?</b>	<b>AMOUNT</b>
3.0	Year One: Annual ShotSpotter Subscription Services for Phase I for July 1, 2024 through June 30, 2025.	\$55,125		\$165,375
3.0	Year One: Annual ShotSpotter Subscription Services for Phase II for July 1, 2024 through June 30, 2025.	\$61,250		\$183,750
3.0	Year One: Annual ShotSpotter Subscription Services for Phase III for July 1, 2024 through June 30, 2025.	\$55,125		\$165,375
3.0	Year One: Annual ShotSpotter Subscription Services for Phase IV for July 1, 2024 through June 30, 2025.	\$61,250		\$183,750
2.26	Year One: Annual ShotSpotter Subscription Services for Phase V for July 1, 2024 through June 30, 2025.	\$61,250		\$138,425
3.0	Year One: Annual ShotSpotter Subscription Services for Phase VI for July 1, 2024 through June 30, 2025.	\$70,000		\$210,000
<b>YEAR ONE SUBTOTAL:</b>				<b>\$1,046,675</b>
3.0	Year Two: Annual ShotSpotter Subscription Services for Phase I for July 1, 2025 through June 30, 2026.	\$55,125		\$165,375
3.0	Year Two: Annual ShotSpotter Subscription Services for Phase II for July 1, 2025 through June 30, 2026.	\$61,250		\$183,750
3.0	Year Two: Annual ShotSpotter Subscription Services for Phase III for July 1, 2025 through June 30, 2026.	\$55,125		\$165,375
				



Quote

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QUANTITY (mi <sup>2</sup> )	DESCRIPTION	UNIT PRICE (per mi <sup>2</sup> )	TAXABLE?	AMOUNT	
3.0	Year Two: Annual ShotSpotter Subscription Services for Phase IV for July 1, 2025 through June 30, 2026.	\$61,250		\$183,750	
2.26	Year Two: Annual ShotSpotter Subscription Services for Phase V for July 1, 2025 through June 30, 2026.	\$61,250		\$138,425	
3.0	Year Two: Annual ShotSpotter Subscription Services for Phase VI for July 1, 2025 through June 30, 2026.	\$70,000		\$210,000	
YEAR TWO SUBTOTAL:				\$1,046,675	
3.0	Year Three: Annual ShotSpotter Subscription Services for Phase I for July 1, 2026 through June 30, 2027.	\$55,125		\$165,375	
3.0	Year Three: Annual ShotSpotter Subscription Services for Phase II for July 1, 2026 through June 30, 2027.	\$61,250		\$183,750	
3.0	Year Three: Annual ShotSpotter Subscription Services for Phase III for July 1, 2026 through June 30, 2027.	\$55,125		\$165,375	
3.0	Year Three: Annual ShotSpotter Subscription Services for Phase IV for July 1, 2026 through June 30, 2027.	\$61,250		\$183,750	
2.26	Year Three: Annual ShotSpotter Subscription Services for Phase V for July 1, 2026 through June 30, 2027.	\$61,250		\$138,425	
3.0	Year Three: Annual ShotSpotter Subscription Services for Phase VI for July 1, 2026 through June 30, 2027.	\$70,000		\$210,000	
YEAR THREE SUBTOTAL:				\$1,046,675	
SUBTOTAL				\$3,140,025	
TAX RATE					
SALES TAX				-	
OTHER					
TOTAL				\$3,140,025	

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quote # above. SoundThinking will issue an invoice once we receive the PO.

If you have any questions concerning this Quote, please contact  
Karen Isotalo - Vice President, Sales Operations at 510.298.8668 or [kisotalo@soundthinking.com](mailto:kisotalo@soundthinking.com)

