

SECOND AMENDEMNT
to
AGREEMENT WITH CITY OF FRESNO, CALIFORNIA FOR SERVICES

THIS SECOND AMENDMENT is entered into effective this ____ day of _____, 2018, by and between the City of Fresno, a California municipal corporation, by and through its Department of Transportation (hereinafter referred to as "CITY") and SHOTSPOTTER, INC. ("SST"), a Delaware corporation (hereinafter referred to as "SST").

RECITALS

WHEREAS, the CITY and SST 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 SST entered into Amendment No. 1 for expanded ShotSpotter coverage within the limits of the City of Fresno in September 2017; and

WHEREAS, the CITY and SST now wish to amend the Agreement to allow for ShotSpotter Flex coverage of an additional 2.26 square miles within the City of Fresno, based upon SST's Fixed Price Proposal (Proposal ID: FRESNOCADOT11272017), dated November 27, 2017, and incorporated herein as **Exhibit A**.

AGREEMENT

NOW THEREFORE, in consideration of the Agreement, this Amendment to the Agreement, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties agree as follows:

1. SST's Fixed Price Proposal for Expanding Subscription-Based ShotSpotter® FlexSM Gunfire Location, Alert and Analysis Service (**Exhibit A**) sets forth:

- A. The CITY and SST agree to an expansion of CITY's ShotSpotter Flex coverage areas by an additional 2.26 square miles within the City of Fresno; and
- B. The CITY agrees to pay SST \$440,700 for the additional 2.26 square miles of ShotSpotter Flex coverage for a three year term, subject to the payment schedule set forth in Exhibit A; and
- C. The City of Fresno's Police Department will continue to be the recipient of data in the expanded 2.26 square mile area with ShotSpotter Flex coverage, while

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first written above.


CITY OF FRESNO,
a California municipal corporation

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

By: _____
JIM SCHAAD Date
Director
Department of Transportation

By:  1/31/2018
RALPH CLARK Date
President & CEO

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By:  1/31/2018
SONYA STRICKLER Date
VP Finance & Controller
(Secretary)

By: _____
Deputy Date

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  1/31/18
AMANDA B. FREEMAN Date
Deputy City Attorney

Addresses:

CITY:
Fresno Department of Transportation
Attention:
Darlene Christenson
2223 G St.
Fresno, CA 93706

ShotSpotter, Inc. dba SST, Inc.
Attention:
Sonya Strickler
ShotSpotter, Inc.
7979 Gateway Blvd., Suite 210
Newark, CA 94560

Attachments:
EXHIBIT A – Fixed Price Proposal

EXHIBIT A TO SECOND AMENDMENT

FIXED PRICE PROPOSAL

End-User Subscription Services

The sole purpose of this document is to provide for the purchase of an expanded subscription service area by the City of Fresno, Department of Transportation (FDOT). FDOT will utilize Shotspotter data in conjunction with the Fresno Police Department for public safety, transportation safety, gun crime statistical reporting, and grant reporting purposes. The parties intend that the expansion of the ShotSpotter Flex subscription service purchased by FDOT hereunder shall be in accordance with the terms and conditions provided for in the "Agreement with City of Fresno, California For Services" ("Agreement") dated on or about April 8, 2015, subject to acceptance of the expanded service area by the City of Fresno and the Second Amendment to the Agreement. The Second Amendment will provide the following services to the end-user of the system:

- Qualified reviewed alerts for gunfire
- Incident types (e.g., fireworks) that do not explicitly generate alerts will be logged and retained in the system's database, and as such will be available for reporting, analysis, and mining. In addition, the basic reports provided with the system will summarize gunfire and fireworks activity, even if (as an example) receipt of fireworks is disabled.
- Coverage area; footprint determined by customer requirement
- Sensor type(s) determined by SST or certified installer.
- 3. SST hosted, secured, monitored and maintained infrastructure (server farm, storage, sensor networks)
 - Allocation of Alert Consoles among different roles (call-taker, dispatcher, or mobile) is configurable at the discretion of the customer.
 - Accessible and searchable alert history for two (2) years (additional years for a fee)
 - High-level summary report and basic incident reports
 - Reasonable support with Detailed Forensic Reports
 - Standard customer support

Where possible, the system's acoustic sensors will be mounted on rooftops away from traffic.

Where approved buildings are not available, or not an option, lamp poles or other suitable mounting locations will be considered provided they meet SST standards. All sites require 24hour by 365 day 100 to 240VAC, 50/60Hz power sources. Non-standard equipment required for system installation may require an additional fee and if so will be quoted accordingly. Should mounting locations be unavailable or should there be no sensor communications available at a site, SST will work with the customer to adjust the coverage area accordingly.

SST will be responsible for following all local, state and federal regulations, codes, rules and laws as it relates to the installation of the ShotSpotter Flex™ service.

Coverage Area

Systems are deployed to provide a dome of coverage for a specified area. The area is bounded by a specific coverage area perimeter. For security and confidentiality concerns, the exact location of the coverage area is not included in this document.

Pricing, Terms and Conditions

The pricing provided is a **firm fixed price** and remains valid through **December 31, 2017**. Please note that this proposal and the discounts contained in this proposal are contingent upon execution of this Second Amendment and the First Amendment previously executed in September, 2017 between SST and the Fresno Police Department/City of Fresno for the 3.0 square mile expansion area, and between SST and the Fresno Unified School District for another planned 3.0 square mile expansion area.

The price as listed herein does not include any state or local taxes. FDOT is responsible for notifying SST if the price quotation needs to be adjusted for applicable taxes.

Subscription renewal rates after the end of the contract term are subject to prevailing SST subscription pricing at the time of renewal.

New Expansion Area Fees

One-Time Service Startup Fees

Service Initiation Fee for 2.26 mi² expansion @ \$ 22,600.00
\$10,000/mi²

Total One-Time Fees \$ 22,600.00

Annual Subscription Fee

2.26 mi² contiguous coverage area @ \$ 146,900.00
\$65,000/mi²/year

Total Annual Fee \$ 146,900.00

Total Three-Year Subscription Fee

One-Time Service Initiation Fee \$ 22,600.00

3-Year Subscription Fee for 2.26 mi² \$ 440,700.00

Discount for 3-year subscription term (waive Service Initiation) - \$ 22,600.00

Grand Total for Three-Year Subscription for 2.26 mi² Expansion \$ 440,700.00

Payment Terms

Payment for the Service Initiation and Annual Subscription fees shall be as follows:

- \$73,450 is due upon execution of agreement (50% of 1st Year total)
- \$73,450 is due upon ShotSpotter FlexSM "live" status (50% of 1st Year total)
- The final payment of \$293,800 will be due on the first renewal date of the subscription (based on first day of fully accepted "go-live" of the expansion area), completing ALL payments for the balance of the term.