CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: June 16, 2021

Presenter's Name and Title: James Dunkelberger, Police Major

Temp. Reso. Number: 7432

Item Description:
Temp. Reso. #R7432 APPROVING THE PURCHASE OF GUN SHOT DETECTION TECHNOLOGY SERVICES AND EQUIPMENT FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT-TO-EXCEED $595,000 OVER A THREE-YEAR PERIOD. (Police Major James Dunkelberger)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec._____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: This project is being partially funded by the Equitable Trust Fund. Upon approval, $99,167.00 will be transferred from the Law Enforcement Trust Fund (Non-Federal Forfeitures) Appropriated Fund Balance Account No. 160-20-000-521-000-609990-93200 (available balance of $253,365.50) to the Professional Services Account No. 160-20-000-521-000-603190-93200. Remainder project balance in the amount of $495,833.00 will be funded as follows: $99,167 from the General Fund (GF) Professional Services Account No. 001-90-000-519-000-603190- in FY 2021 and $396,666 from Information Technology Services account # 001-20-208-529-000-603150- in FY 2022 through FY 2023.

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7432**
- **Attachment(s)**
  - **Attachment 1:** ShotSpotter Flex Services Agreement
  - **Attachment 2:** ShotSpotter Proposal
  - **Attachment 3:** Piggyback Agreement-Shotspotter Inc
  - **Attachment 4:** Available Funds in LETF

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon Hargray, City Manager

BY: Leonard Burgess, Interim Chief of Police

DATE: June 10, 2021

RE: Temp. Reso. #R7432 approving the purchase of Gun Shot Detection technology in an amount not-to-exceed $595,000 over a three-year period.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. R7432 approving the purchase of Gun Shot Detection technology in an amount not-to-exceed $595,000 over a three-year period. Further, the City Manager authorizes expenditure of $99,167 in Law Enforcement Trust Funds ("LETFs") to fund the fifty percent of costs in the first year.

ISSUE: Authorization is required from City Commission to purchase services in excess of $75,000. Approval from the City Commission is also required to spend funds from the LETF per Florida State Statute 932.7055 and the Guide to Equitable Sharing For State, Local and Tribal Law Enforcement Agencies.

BACKGROUND: Gun Shot Detection Technology is an acoustic surveillance technology that incorporates audio sensors to detect, locate and alert police agencies of gunfire incidents in Realtime. This technology quickly notifies police of gunshot crimes in progress with Realtime data delivered to dispatch centers, patrol cars and smartphones. It takes approximately one minute from the actual gun discharge and the digital alert, including the precise location for detection to be delivered to the policing agency.

DISCUSSION: Based on increased incidents of shooting and the importance of a quick response, the City sees the value in investing in technology that will allow officers to more quickly and efficiently respond to calls related to gun shots and will aid in the investigation of shooting related cases.

ANALYSIS: Staff has negotiated a tentative agreement with ShotSpotter through a piggyback from the City of Tampa ITB No. 21062018 for the procurement of subscription-based Gun Shot Detection (GSD), alert, and analysis services within a service area of four-square miles. The agreement includes infrastructure sensor equipment, software access licenses, management and GSD analysis for a three-year term with the option for

a one-year renewal not to exceed 10%. This project is being partially funded by the Equitable Trust Fund. Upon approval, $99,167 will be transferred from the Law Enforcement Trust Fund (Non-Federal Forfeitures) Appropriated Fund Balance Account No. 160-20-000-521-000-609990-93200 (available balance of $253,365.50) to the Professional Services Account No. 160-20-000-521-000-603190-93200. Remainder project balance in the amount of $495,833 will be funded as follows: $99,167 from the General Fund (GF) Professional Services Account No. 001-90-000-519-000-603190- in FY 2021 and $396,666 from Information Technology Services account # 001-20-208-529-000-603150- in FY 2022 through FY 2023.

Temp. Reso. No.7432
06/03/21
6/9/21

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE PURCHASE OF GUN SHOT DETECTION TECHNOLOGY SERVICES AND EQUIPMENT FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT-TO-EXCEED $595,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar prides itself in its commitment to 21st Century Policing and values the opportunity to further protect our citizens with available technology; and

WHEREAS, the City of Miramar Police Department aims to provide the quickest response time possible in instances related to shootings; and

WHEREAS, this technology quickly notifies police of gunshot crimes in progress with Realtime data delivered to dispatch centers, patrol cars and smartphones; and

WHEREAS, it takes approximately one minute from the actual gun discharge and the digital alert, including the precise location for detection to be delivered to the policing agency; and

WHEREAS, approval of the City Commission is required to spend funds from the Law Enforcement Trust Fund ("LETF") per the Guide to Equitable Sharing For State, Local and Tribal Law Enforcement Agencies and for a single department to make a purchase in excess of $75,000 from the same vendor in a single fiscal year; and

WHEREAS, the Chief of Police certifies that the expenditure of $99,167 in LETFs to purchase gun shot detection technology complies with the rules set forth in the Guide to Equitable Sharing For State, Local and Tribal Law Enforcement Agencies, in that the funds were not considered in the adoption and approval of the Police Department's budget; and

WHEREAS, the Chief of Police certifies that the expenditure of $99,167 in LETFs to purchase gun shot detection technology complies with the rules set forth in the Guide to Equitable Sharing For State, Local and Tribal Law Enforcement Agencies, in that the funds are not being used as a normal source of revenue for the Police Department; and

WHEREAS, the Chief of Police certifies that the expenditure of $99,167 in LETFs to purchase gun shot detection technology complies with the Guide to Equitable Sharing For State, Local and Tribal Law Enforcement Agencies in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, Staff has negotiated a tentative agreement with ShotSpotter through a piggyback from the City of Tampa ITB No. 21062018 for the procurement of subscription-based Gun Shot Detection (GSD), alert, and analysis services within a service area of four-square miles. The agreement includes infrastructure sensor equipment, software access licenses, management and GSD analysis for a three-year term with the option to renew for an additional year not to exceed a 10% increase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1 : That the forgoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Section 2: That it approves the expenditure of $99,167 in Law Enforcement Trust Funds to purchase gun shot detection technology.

Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this resolution.

Section 4: That this resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7432
06/03/21
06/09/21

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

ShotSpotter Respond Service Agreement

ShotSpotter, Inc. (also "ShotSpotter," "we," "us," or "our"), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560, and the City of Miramar, Florida (also "Customer", "you", or "your"), with offices located at 2300 Civic Center Place, Miramar, FL 33025. ShotSpotter and Customer agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, "Agreement").

This Agreement and its Exhibits or addenda (this "Agreement"), and any properly executed amendments to this Agreement provide the terms and conditions under which you purchase a license to use the ShotSpotter Gunshot Location services identified and described herein ("Service").

Exhibits

Exhibit A – ShotSpotter Proposal No. MIRFL040121

Exhibit B – ShotSpotter Service Level Agreement

Exhibit C – Sample Operational Readiness Form (format subject to change)

1. SERVICES

A. In consideration of the parties' mutual under-takings set forth in this Agreement, you and we agree as follows:

(1) For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts (as defined in Exhibit B) delivered via a password-protected internet portal ("Insight") and user interface supplied by ShotSpotter ("Software") (ii) providing access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement.

(2) Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a ShotSpotter incident reviewer employee (see Exhibit B).

(3) ShotSpotter will install the ShotSpotter Gunshot Location System in the coverage area specified in this Agreement and Exhibit A. ShotSpotter will host the Service and may update the functionality and Software of the Service from time to time at its sole discretion and in accordance with this Agreement.

(4) ShotSpotter shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System and download and save and use the Data as more fully explained herein.

(5) During the term of this Agreement, ShotSpotter will provide real-time gunfie analysis and alert services. After an explosive (or inpulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent direclty to the Customer's dispatch center, PSAP, mobile/patrol officers, the Customer's Real Time Crime Center (RTCC), district offices and any other relevant safety or security personnel, as determined by the Customer.

(6) The following capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.

B. Confidential Information means that information that is exempt from disclosure or confidential and exempt from disclosure pursuant to Florida law.

C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.

D. Data means data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

E. Reviewed Alerts means the data reviewed by ShotSpotter's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

F. ShotSpotter Respond System means the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.

I. System means collectively the Software and Subscription Services provided under this Agreement.

2. LICENSE, OWNERSHIP AND DATA RIGHTS

In consideration of payment of the fees set forth in Exhibit A, Customer is granted a non-exclusive, non-transferable and terminable enterprise license to use the Service and Data (as those terms are defined herein). Such enterprise license allows an unlimited number of Customer employees to access the Software.

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting your assent to these terms or by issuing a purchase order and signing this agreement, you agree to be bound by the terms and conditions of this license.** If you do not agree to be bound by the terms of this License, do not execute this Agreement, or use the Service.

A. RIGHTS IN DATA.

All Data created, generated, modified, compiled, stored, kept or displayed by ShotSpotter through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of ShotSpotter . Subject to subparagraph (ii) below, ShotSpotter expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose, and to authorize, license, and sublicense others to do any or all of the same. . ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. At no time, either in a non-exclusive or exclusive data ownership, does ShotSpotter release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express, prior written consent of an authorized representave of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, for its exclusive internal purposes, and for the purpose of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, prosecutorial purposes, and/or to share with other law enforcement agencies, and any other lawful purpose in accordance with Florida law. During the term of this Agreement ShotSpotter shall provide the capability and Customer shall have the right to download Data in a standard comma separated value (*.csv) file format

to support the Data Rights defined above. Following termination of this Agreement, Customer will have all rights to Data downloaded to the Customer's local database prior to such termination.

B. LICENSE AND RESTRICTIONS.

The Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. You shall not, without our express written consent, which may be withheld or conditioned in our sole discretion, nor shall you allow anyone else to: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than for Customer's governmental functions, including sharing Data with other governmental agencies involved with Customer's governmental investigative functions, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than for Customer's own internal use, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

ShotSpotter and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, know how and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by ShotSpotter. You shall take all reasonable measures to protect

ShotSpotter's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by ShotSpotter from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION.

You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section. In the event of Customer's termination for a material breach by ShotSpotter, ShotSpotter shall have thirty (30) days from date of notice from Customer to remedy outstanding issues. In the event that a remedy is not reached after thirty (30) days the Customer shall have the right to terminate the Agreement with a refund of fees paid on a pro rata basis paid for the subscription the Agreement is terminated.

Customer's Right to terminate for Convenience. The Customer reserves the right, in its best interest as determined by the Customer, to cancel this Agreement and the Subscription services hereunder for convenience by giving written notice to ShotSpotter at least thirty (30) days prior to the effective date of such cancellation, without penalty or further expense to Customer. ShotSpotter acknowledges and agrees that it has received good, valuable and sufficient consideration from Customer, the receipt and adequacy of which are hereby acknowledged by ShotSpotter, for Customer's right to terminate this Agreement for convenience. In the event this Agreement is terminated for convenience, ShotSpotter shall be paid for any services performed to the Customer's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. In such event, ShotSpotter shall not be obligated to refund a pro-rata portion of any pre-paid fees for the annual period in which the Agreement is terminated.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.

ShotSpotter reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that ShotSpotter modifies the Service in a manner which removes

or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by ShotSpotter as of the date of such termination. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS.

You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Except for as provided in Section B. (above), use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

3. LIMITED EXCLUSIVE WARRANTY.

Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

ShotSpotter warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

THE LIMITED EXCLUSIVE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT IN THIS SECTION 3, AND AT SECTION 7 BELOW ARE THE ONLY WARRANTIES MADE TO YOU AND ARE PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING, OR OTHERWISE EXPRESS OR IMPLIED. THESE LIMITED EXCLUSIVE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

4. SUPPORT AND FORENSIC SERVICES.

ShotSpotter will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided in Exhibit B. These requests may be made to ShotSpotter through one of the following methods: 1) email to support@shotspotter.com; 2) Live Chat through our ShotSpotter applications: 3) A phone call to our Customer Support organization at 888,274.6877, option 4. These are the only methods ShotSpotter will receive and respond to support requests.

A Tier 1 (as defined in the Support Matrix in Exhibit B) ShotSpotter Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, ShotSpotter will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of receipt of the report. In the event that the ShotSpotter service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of ShotSpotter's control. ShotSpotter will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

A. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application at no additional cost or expense to Customer. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The parties understand that the ILS is an electronically produced document and is not reviewed by a ShotSpotter analyst.

Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts at no additional cost or expense to Customer. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting. If ShotSpotter's normal and customary signed notary certification form contained within a DFR is not acceptable for entry into a Florida court record for evidentiary purposes for any reason, then ShotSpotter will provide an additional affidavit or certification under oath, as reasonably requested by Customer or prosecuting attorneys, to satisfy the same as Florida

Rules of Evidence at no additional cost or expense to Customer or the requesting prosecuting attorneys. A sample Florida Business Records Certification Form is attached as Exhibit D.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within five (5) business days of receipt of the request in an non-proprietary format that may be read, saved and printed by Customer.

B. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services for an hourly fee as set forth in Exhibit A, and reimbursement for all reasonable travel and per diem as agreed upon by the parties. At the specific request of the Customer, ShotSpotter will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the Customer to be valuable to the Customer's prosecutorial requirements. Customer understand that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered, regardless of the outcome of the proceedings.

5. TERM, AND RENEWAL

A. TERM AND COMMENCEMENT.

The initial Term of the Services will commence on the date that the Service is operational within the Coverage Area and is available to the Customer via Insight, as agreed to by the Customer and ShotSpotter via execution of the System Operational Readiness form a sample of which attached hereto as Exhibit C. The initial Term will be for a period of three (3) years, with fees paid in accordance with Exhibit A, subject to the Customer's appropriation of funds.

B. RENEWAL.

Following the initial term the Service may be renewed for successive periods of one (1) year each, in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice and invoice stating the renewal fees (not to exceed 10% from the previous period) for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Upon receipt by Customer of proper renewal notice invoicing by ShotSpotter and in compliance with Florida

Statutes sec. 218.70 *et seq., Florida's Local Government Prompt Payment Act, not* later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by ShotSpotter) and the term shall be renewed for another year. Customer acknowledges that the Service fees, terms and conditions and servic levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms, which will require a written amendment to this Agreement (or a new agreement) executed by the authorized representatives of both parties.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Location System and any components at its sole cost and expense from the coverage area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

C. COMMERCIAL CARRIER DATA SERVICES.

The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real- time data communications channel from each sensor to the hosted servers via a commercial carrier, at ShotSpotter's sole cost and expense. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of ShotSpotter to provide the Service. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary, at ShotSpotter's sole cost and expense. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer. ShotSpotter will deploy new Sensor equipment to support the implementation of this project.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

Subject to the terms and conditions hereof, ShotSpotter agrees to defend, hold harmless and indemnify Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the Service and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright or other third party intellectual property rights as of the effective date of Customer's agreement to purchase the ShotSpotter Respond System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed or approved by ShotSpotter as part of the Service, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing while providing similar functionality, or (3) refund to the Customer a pro-rata portion of the annual Service price paid for the Service System.

The foregoing section states the entire liability of ShotSpotter and Customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights inor to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights. This section shall survive termination of this Agreement.

7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above in Section 3, and this Section 7 are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any ShotSpotter representatives shall vary, expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, ShotSpotter cannot control how the Service is used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any ShotSpotter representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the

Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

8. YOUR OBLIGATIONS.

You acknowledge and agree that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due as set forth in Exhibit A. Actual access and use of the ShotSpotter Service and acceptance by Customer when services are "live" shall constitute evidence that the Service is active and the final payment for the first year of the three (3) year subscription period is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in this Agreement. While it is ShotSpotter's responsibility to secure all sensor site permissions required to ensure the service performs according to the Service Level Agreement standards defined in Exhibit B, Customer understands that ShotSpotter may request Customer assistance in obtaining permissions in local government buildings, on public lighting and/or utility poles, and alternatively on business and residential buildings. However, ShotSpotter shall bear the sole responsibility of obtaining permission from any property owner regarding the use of their property for the installation of sensors and any cost incurred for the use of the property, including but not limited to licensing, telecommunication fees, governmental licensing fees and rental or leasing fees.

C. You shall not permit any alteration, modification, substitution or supplementation of the ShotSpotter Service or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Service or web portal into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than

Customer for its own internal use, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Software, Data, or Subscription Services. Notwithstanding the forgoing, Customer may share Data with its law enforcement partners and/or its Parterning Law Enforcement Agencies in an effort to investigate and prosecute criminal activities or gun discharge incidents or share Data as provided in the Florida or Federal Rules of Criminal Procedure, Florida or Federal Rules of Civil Procedure, required for the purposes of prosecution, or proper court process

E. Customer Must Have Internet Access. In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. Passwords and Access. Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

G. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License setforth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

10. EXPORT CONTROL.

You acknowledge that the ShotSpotter Respond System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regu-lations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Respond System or any Gunshot Location System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or

for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Respond System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Respond System, Gunshot Location System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in this Agreement, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re- exportation or "deemed export" of the ShotSpotter Respond System, Data, Software or any Gunshot Location System Components or Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

11. PROTECTION OF CONFIDENTIAL INFORMATION.

Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Respond System; iii) your deployment methodology, results, or related facts; (collectively, "Confidential Information"). Unless a section of this Agreement specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of ShotSpotter shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter Gunshot Location System is deployed be considered confidential information.

Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

12. FORCE MAJEURE.

In no event shall either party be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of the other party or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond a party's reasonable control. At a party's option and following notice to the other party, any of the foregoing causes shall be deemed to suspend such obligations of that party so long as any such cause shall prevent or delay performance, and each party agrees to make or accept performance of such obligations whenever such cause has been remedied.

13. DEFAULT; REMEDIES.

Upon the occurrence of any default by or breach of your obligations, we may at our option, upon an advanced ten (10) business day advance written notice to Customer and opportunity for Customer to cure during that period of time, either: (i) terminate our future obligations under this agreement, terminate your

License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the current Term and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying repossession, shipping, repair and refurbishing costs.

14. LIMITATIONS ON LIABILITY.

In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

15. GENERAL PROVISIONS.

A. NO AGENCY.

Neither ShotSpotter nor any of its employees is an agent or representative of Customer. ShotSpotter is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith relative to the installation and operation of the equipment supplied under this Agreement. Customer is responsible for any required authorizations to enter into this Agreement.

B. COMPLIANCE WITH LAWS AND TAXES.

Both parties shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of each party's duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable and except to the extent Customer is exempt from such taxes. If exempt from such taxes,Customer shall provide to ShotSpotter written evidence of such exemption

C. EQUAL OPPORTUNITY CONTRACT CLAUSE.

ShotSpotter is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. ShotSpotter shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

D. SEVERABILITY AND INTERPRETATION.

If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement.

E. INTEGRATION, AMENDMENT AND WAIVER.

This Agreement, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of this Agreement shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

F. BENEFIT AND BURDEN; ASSIGNMENT.

Subject to the following provisions, this Agreement shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part. Customer may not assign or transfer this Agreement or any of the rights granted herein, in whole or in part, by operation of law or otherwise, without ShotSpotter's express prior written consent, which consent shall not be unreasonably withheld. With the exception of a merger or acquistion requiring ShotSpotter to notify the Customer, ShotSpotter may not assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's

consent, which consent shall not be unreasonably withheld. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

G. GOVERNING LAW AND DISPUTE RESOLUTION.

If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then at the request of either party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the dispute by non-binding mediation in Broward County, Florida in accordance with rules adopted by the Florida Supreme Court, within ninety (90) days after the appointement of a certified civil mediator who maintans a law or dispute resolution practice in Broward County, FL and is mutually acceptable to the parties. Any party may elect to submit the dispute to mediation by delivering written notice to the other party that sets forth with particularity the nature of its claim or demand, the authority for making the claim or demand, and a proposed remedy or the nature and extent of any monetary claim. After consultation with the parties and their counsel, the mediator shall fix a reasonable time and place for the mediation conference within the time limits prescribed by this Section. The mediation conference shall be scheduled for no less than one (1) full working day, and each party and its primary counsel shall attend the mediation conference. If either party or its primary legal counsel fails to attend the mediation conference, that party shall be liable for the other party's reasonable cost of attending the mediation conference, including the mediator's fee and the other party's attorney fees and costs. Except as provided in the preceding sentence, the parties shall share equally the costs of mediation, including the fees of the mediator and any rental or other cost of obtaining a place for the mediation, but excluding their own expenses and attorney fees. If the parties reach a mutually acceptable settlement of the dispute during the mediation, they shall record the settlement in a written settlement agreement that will be binding on both of them. Neither party shall terminate the mediation unless each of them has participated (or been afforded an opportunity to participate) in the mediation and is unable to agree on a settlement. Mediation discussions between the parties and opinions of the mediator are confidential and are not permitted to be relied on, referred to, or introduced as evidence in any subsequent litigation or other legal proceeding. All applicable statutes of limitation will be tolled during the pendency of mediation, and the parties to the mediation shall take any and all action that is necessary to accomplish that tolling.

Litigation. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation, any party to the dispute may elect to settle the dispute by initiating litigation on ten (10) days' advance written notice to the other party.

The validity, performance, and construction of this agreement shall be governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions

pertaining to resolution of conflicts with laws of other jurisdictions. The parties (a) consent to the personal jurisdiction of the state and federal courts having jurisdiction overMiramar, Florida, (b) stipulate that the proper, exclusive, and convenient venue for all legal proceedings arising out of this Agreement are the Circuit or County Court for Broward County, Florida, for a state court proceeding, and the United States District Court for the Southern District of Florida – Fort Lauderdale, for a federal court proceeding, and (c) waive any defense, whether asserted by motion or pleading, that the Circuit or County Court for Broward County, Florida, or the United States District Court for the Southern District of Florida – Fort Lauderdale, is an improper or inconvenient venue.

In the event of any litigation stemming from a termination of this Agreement pursuant to this section, the non-prevailing party following the litigation and any final appeals shall be responsible for paying court costs and reasonable attorneys' fees, incurred by or on behalf of the prevailing party.

THE PARTIES AGREE THAT ANY CLAIM FILED IN STATE OR FEDERAL COURT CONCERNING THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT SHALL BE HEARD BY A JUDGE, SITTING WITHOUT A JURY. CUSTOMER AND SHOTSPOTTER HEREBY KNOWINGLY, VOLUNTARILY, PERMANENTLY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL CONCERNING ANY SUCH CLAIM.

H. GENERAL INDEMNIFICATION

Subject to the limitations of Section 14, in addition to IP indemnification set forth in Section 6, ShotSpotter agrees to defend, indemnify and hold harmless Customer its officers, elected and appointed officials, employees, and/or agents (collectively, "Customer Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation reasonable attorneys' fees, professional fees, or other expenses asserted against any of the Customer Indemnified Parties by a third party (other than a Customer Indemnified Party) ("Losses"), to the extent that such Losses are caused by the negligence, recklessness, or intentionally wrongful conduct of ShotSpotter or any tier of ShotSpotter's subcontractor/subconsultant/supplier, agent, employee, or anyone for whom ShotSpotter may be liable, in connection with the execution or performance of ShotSpotter's obligations under this Agreement, except to the extent such Losses are caused by the negligence, recklessness, or intentionally wrongful conduct of one or more Customer Indemnified Parties.

The Customer and ShotSpotter understand and agree that the foregoing indemnification provisions also extend to third party claims against Customer Indemnified Parties from property owners and/or tenants for injury, death, damage, or loss to persons, real property, or personal property in connection with the installation of ShotSpotter electronic sensors on public or private properties throughout the ShotSpotter coverage areas.

Notwithstanding the foregoing, ShotSpotter expressly disclaims liability for, and shall not be responsible to defend, indemnify or hold harmless any Customer Indemnified Parties from and against any Losses arising from or relating to, decisions, actions, reactions, responses, failure to act or inaction by the Customer in reliance, in whole or in part, on ShotSpotter's services or reviewed alerts provided by ShotSpotter to the Customer in accordance with agreed service levels, use of ShotSpotter's services for any purpose other than gunshot detection and location, or for any consequences or outcomes, including any death, personal injury or loss of or damage to property arising from any such decisions, actions, reactions, responses, failure to act or inaction, or other uses. It is hereby agreed that ShotSpotter's provision of services and alerts in accordance with agreed service levels shall not be deemed negligence, reckless or willful misconduct for purposes of ShotSpotter's defense, indemnity and hold harmless obligations hereunder.

This section shall survive termination of this Agreement.

I. NON-APPROPRIATION OF FUNDS.

This Agremeent is strictly contigent upon Customer's approval funding for the three (3) year term. In the event funding is not appropriated for any annaul term under this Agreement, the Customer reserves the right to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to ShotSpotter at least thirty (30) days prior to the effective date of such cancellation. If termination of the Agreement occurs under this section, then this Agreement shall terminate without penalty or further expense to Customer.

J. INSURANCE

During the term of this Agreement, ShotSpotter shall maintain insurance coverage at its expense, in the limits below.

a. Commercial General Liability: Commercial General Liability Insurance $1,000,000 per occurrence / $2,000,000 general aggregate.

b. Worker's Compensation:
   i. Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
   ii. ShotSpotter shall carry Worker's Compensation Insurance which shall include employers' liability insurance with limits of not less than:
      1. the greater of the Florida statutory minimum or Five Hundred Thousand ($500,000) dollars for each accident,

2. the greater of the Florida statutory minimum or Five Hundred Thousand ($500,000) dollars for each disease and,
3. the greater of the Florida statutory minimum or Five Hundred Thousand ($500,000) dollars for aggregate disease.

iii. Policy(ies) must be endorsed with waiver of subrogation against Customerand is limited to the extent any claim is caused by ShotSpotter.

c. Business Automobile Liability Insurance: ShotSpotter shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars ($1,000,000) combined single limit.

d. Umbrella or Excess Liability Insurance: ShotSpotter may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above

e. Professional Liability (Errors and Omissions) Insurance: In the event professional services are being provided, Bidder shall carry Professional Liability coverage that has a limit of not less than Five Million Dollars ($5,000,000) annual aggregate.

f. Cyber Liability Insurance: If applicable, limits of not less than FIve Million Dollars ($5,000,000) annual aggregate.

K. PUBLIC RECORDS

To the extent that ShotSpotter meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, ShotSpotter must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. ShotSpotter shall keep and maintain public records required by the Customer to perform the services under this Agreement;
2. Upon request by the Customer, provide the Customer with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the Customer) on the same terms and conditions that the Customer would provide the records and at

a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if ShotSpotter does not transfer the records to the Customer;

4. Upon completion (or earlier termination) of the Agreement, ShotSpotter shall within 30 days after such event either transfer to the Customer, at no cost, all public records in possession of ShotSpotter or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If ShotSpotter transfers all public records to the Customer upon completion (or earlier termination) of the Agreement, ShotSpotter shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If ShotSpotter keeps and maintains public records upon completion (or earlier termination) of the Agreement, ShotSpotter shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

5. **IF SHOTSPOTTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SHOTSPOTTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, 2300 CIVIC CENTER PLACE, MIRAMAR, FL 33025, (954) 602-3011, clerksoffice@mirarmarfl.gov.**

6. **SHOTSPOTTER ACKNOWLEDGES THAT THE CUSTOMER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO SHOTSPOTTER WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. SHOTSPOTTER FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CUSTOMER AS ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT SHOTSPOTTER HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. SHOTSPOTTER ACKNOWLEDGES AND AGREES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH REGARD TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION OF THIS AGREEMENT.**

L. ShotSpotter covenants and agrees that it shall comply with all applicable local, state, and federal governmental laws, statutes, rules and regulations applicable to the performance of the Services under this Agreement.

M. ShotSpotter represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a ShotSpotter, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Customer, may not submit a bid on a contract with Customer for the construction or repair of a public building or public work, may not submit bids on leases of real property to Customer, may not be awarded or perform work as a ShotSpotter, supplier, subcontractor, or consultant under a contract with Customer, and may not transact any business with Customer in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Customer pursuant to this Agreement, and may result in debarment from Customer's competitive procurement activities.

N. Notwithstanding any provision herein in this Agreement to the contrary, Customer does not explicitly or impliedly waive its rights to the privileges, rights, immunities, or limitations of liability provided in Section 768.28, Florida Statutes, or any other statutory limitations provided for in Florida Statutes.

O. Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed,Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir.2013), with regard to the "Cuba Amendment," the ShotSpotter certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The ShotSpotter certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The Customer may terminate this Agreement at the Customer's option if the ShotSpotter is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

P. NOTICE

Unless this Agreement expressly provides otherwise or permits it to be given orally, each notice, demand, request, approval, statement, and other communication required or permitted by this Agreement will be valid only if it is (1) in writing (whether or not the applicable provision states that it must be in writing), (2) delivered in person or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered), and (3) addressed by the sender to the intended recipient as follows:

If to Customer:

City of Miramar
Attn: _____
2300 Civic Center Place
Miramar, FL 33025
_____ (Telephone)

If to ShotSpotter:

Alan Stewart
Chief Financial Officer
ShotSpotter, Inc.
7979 Gateway Blvd., Suite 210
Newark, CA 94560
(858) 442-3238 (Telephone)

A validly given notice, consent, demand, approval, statement, or other communication (other than checks and other forms of payment) will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth (5^{th}) day after it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address for notices.

Q. WORK AREA

In cases where it may be necessary for ShotSpotter to access and enter private property to accomplish the work to be performed, ShotSpotter is responsible for securing any permission for right of access and entry to private property as well as for sensor placement on private property from persons authorized to provide such permission. ShotSpotter will provide a premises authorization form to the property manager or owner and notify the Customer Project Manager if assistance is needed in securing such permission.

R. ASSIGNMENT.

This award, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, without the prior written consent of the Customer, which shall not be unreasonably withheld,

delayed, or conditioned. ShotSpotter shall provide written notice to Customer within fifteen (15) calendar days of any action or occurrence assigning this Agreement or any rights or obligations hereunder as described in this section. In the event the Customer does not consent to the assignment, as determined in its reasonable discretion, the purported assignment in volation of this section shall be null and void, and the Customer may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to ShotSpotter. Notwithstanding the foregoing,(i) the Customer may assign its rights under this Agreement (without ShotSpotter's consent or approval) to a governmental successor of the Customer, and (ii) a merger or acquisition of all or substantially all of ShotSpotter's assets shall not be considered an assignment under this provision; however, ShotSpotter shall be required to provide notice to Customer as soon as reasonably possible.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF MIRAMAR, FLORIDA	**SHOTSPOTTER, INC.**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title
Date	Date

Exhibit A

ShotSpotter Proposal No. MIRFL04021 (Attached at end of document)

EXHIBIT B – SERVICE LEVEL AGREEMENT

ShotSpotter Respond Gunshot Location System®

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

[1] See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	**No alert** will be sent; incident available for Customer review in the incident history available through Insight

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter

[2] Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques[3].

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Gunshot Location System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

---

[3] ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccuratelyLocated}{(NumberAccuratelyLocated + NumberNotDetected + NumberMislocated)}$$

where the "*Performance Rate"* is a number expressed as a percentage, "*NumberAccuratelyLocated"* is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter Respond System produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter Respond System failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter Respond System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter Respond System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

EXHIBIT C – OPERATIONAL READINESS FORM

EXAMPLE ONLY - FORM SUBJECT TO CHANGE

ShotSpotter
Detect · Protect · Connect

SHOTSPOTTER RESPOND™ SERVICE OPERATIONAL READINESS AND CUSTOMER ACCEPTANCE FORM
<insert customer name>

What is Service Operational Readiness?

ShotSpotter is operationally ready to "Go Live" on completion of the following deliverables. This checklist is provided to ensure that the ShotSpotter Project Manager, ShotSpotter Customer Success Manager, and the Customer Program Manager have reviewed and agreed on the satisfactory completion of those deliverables. If a specific deliverable is not applicable to the customer's ShotSpotter service, "N/A" will be marked in the acknowledgement box(es).

Upon completion of all deliverables, the customer will be asked to provide acknowledgment of final service acceptance. ShotSpotter service will Go Live on customer acceptance.

#	Deliverable	ShotSpotter Acknowledge	Customer Acknowledge
1	Sensors installed and fully functional	X	
2	Respond hosted services provisioned with customer GIS parcel/address maps, beats and districts, if available, connected to sensor network, and verified operational end to end	X	
3	Notification Engine (NE) interface enabled for customers applications, such as CAD or video management, if applicable	X	
4	Client software installed on customers workstations and mobile devices (e.g. PSAP, call centers, patrol, investigation, crime analysis, etc.), user accounts established, and network communications confirmed to required Flex hosts	X	
5	Customer has received Strategic Program Development and Best Practices training	X	
6	Customer call takers, dispatchers, and patrol have received ShotSpotter Dispatch or Respond App and tactical operations training	X	
7	Customer investigators, detectives, crime analysts, and command staff have received Flex Investigator Portal, tactical and strategic operations training	X	
8	Customer Program Manager or Super User has received ShotSpotter Admin Portal training	X	
9	ShotSpotter Customer Support and Incident Review Center operationally ready. Customer briefed on Support services, access, hours of operation.	X	

Notes:

Witness the authorized signatures below, indicated the ShotSpotter Respond service covering <insert #> square miles in <insert location> has been delivered and handed over to Customer, and Customer has accepted the service as delivered and is ready to begin live operation, subject to the ShotSpotter® Respond™ standard terms and conditions. ShotSpotter service start date will be <insert date> at <insert time>, pursuant to the Customer's signater and acceptance below.

Project Manager:	**Customer Success Manager:**	**Customer Representative:**
Name (Please Print)	Name (Please Print)	Name (Please Print)
Signature Date	Signature Date	Signature Date

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Price Proposal for Subscription-Based Gunshot Detection, Location, and Forensic Analysis Service for the City of Miramar, Florida

April 1, 2021

Proposal ID: MIRFL040121

Submitted by: Ron "Jake" Jacobs, Director – Southeast Region
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650.887.2106 fax
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ShotSpotter, Inc.
7979 Gateway Boulevard, Suite 210
Newark, California 94560
888.274.6877
www.shotspotter.com

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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal to the Miramar Police Department. The proposed ShotSpotter Respond solution is designed to identify, locate, and track active gunfire, and will support the Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

ShotSpotter's proposal includes a waiver of Service Initiation Fees, a discounted Annual Subscription Fee, and an offer for the City to license a 1.0 mi^2 coverage area (in addition to the proposed 3.0 mi^2 coverage area) with ShotSpotter waiving the Service Initiation Fee and Annual Subscription fee for a maximum three-year term for the additional square mile. This offer equates to an overall savings of $255,000 for the City. This special offer is contingent upon receipt of a fully executed contract for a three-year term no later than June 30, 2021.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.

- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.

- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

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- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
    - Recognition: "Was that gunfire, fireworks, or something else?"
    - Retaliation: "If they find out I called, will they come after me?"
    - Resignation: "No one came the last time I called…"

  Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

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How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365 by highly trained acoustic experts. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to take 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Miramar.

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Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with nearly 750 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 100 full-time employees and is headquartered in Newark, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond™, is the leading gunshot detection, location, and forensic analysis system, and is trusted by 100 cities. Other product offerings include:

- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

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Proposed Coverage Area

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. The area delineated by a blue boundary in the image below is a rough estimate of the recommended coverage area. The precise size of the area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage area may vary. ShotSpotter will perform this verification during the installation process.

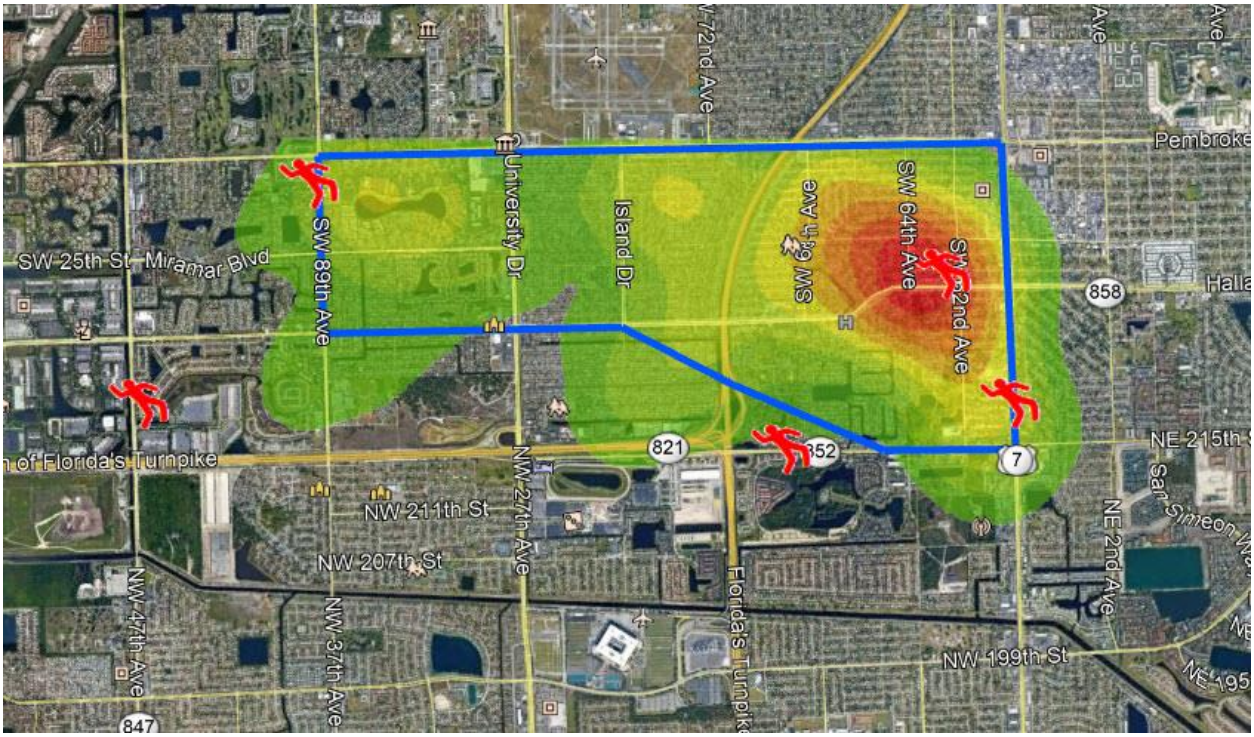

Figure 1: Proposed ShotSpotter Coverage Area = 4 square miles

Using the data provided by the Department for January 1, 2020 through January 23, 2021, the map above depicts the preliminary coverage boundaries. ShotSpotter will collaborate with Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Department's needs and priorities. The heat map in Figure 1: Proposed ShotSpotter Coverage Area depicts the following within the 4 square mile coverage area (outlined in blue):

Icon	Crime Type Definition	Quantity	Percentage of Totals
"	Homicides	3	60%
	Aggravated Assaults	8	73%
	Aggravated Battery	11	69%
	Shooting Incidents	41	80%

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

Figure 2: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

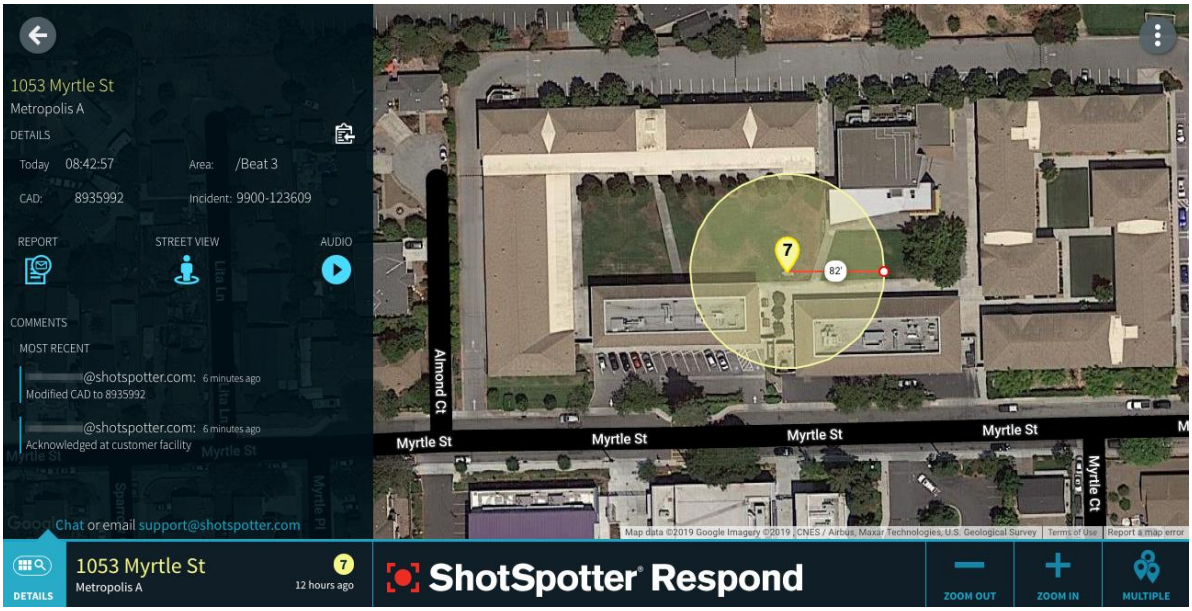

Figure 3: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g. "District 4 Gunfire – Last 28 days").

Figure 4: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.
Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.

- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.

Figure 5: Smart Watch Notification

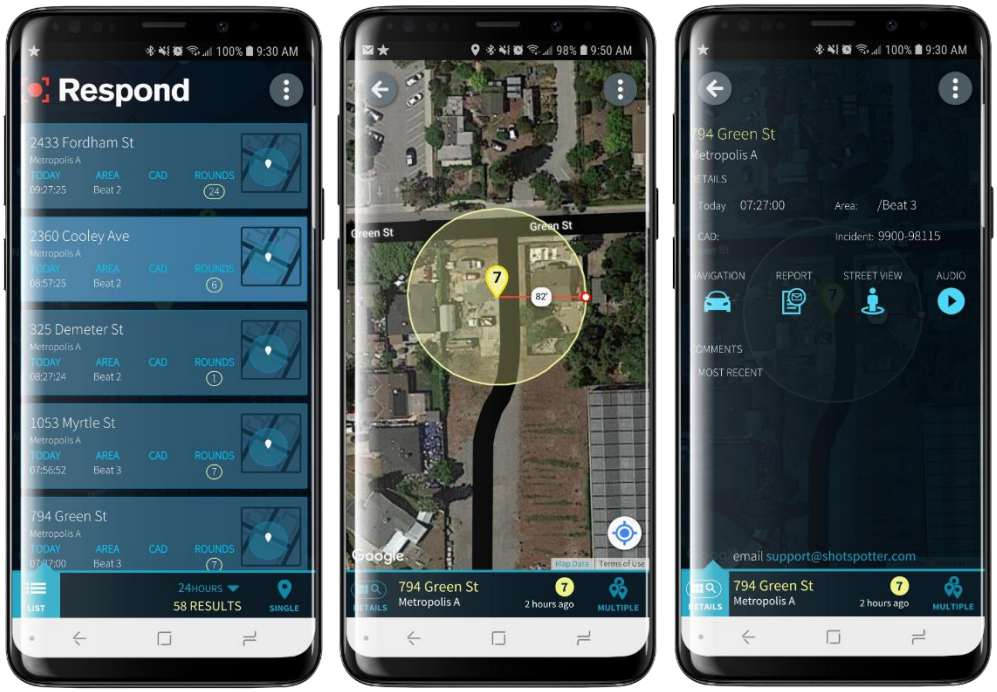

Figure 6: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

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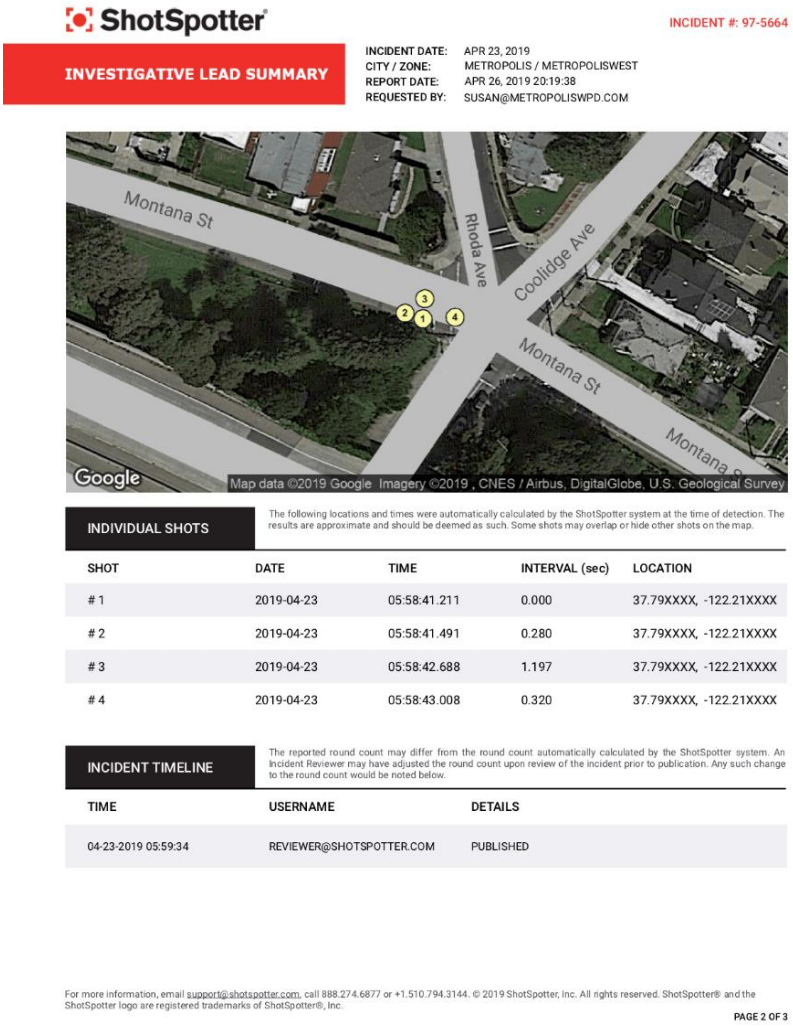
Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).



ShotSpotter

INCIDENT #: 97-5664

INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: APR 23, 2019
CITY / ZONE: METROPOLIS / METROPOLISWEST
REPORT DATE: APR 26, 2019 20:19:38
REQUESTED BY: SUSAN@METROPOLISWPD.COM

INDIVIDUAL SHOTS

The following locations and times were automatically calculated by the ShotSpotter system at the time of detection. The results are approximate and should be deemed as such. Some shots may overlap or hide other shots on the map.

SHOT	DATE	TIME	INTERVAL (sec)	LOCATION
# 1	2019-04-23	05:58:41.211	0.000	37.79XXXX, -122.21XXXX
# 2	2019-04-23	05:58:41.491	0.280	37.79XXXX, -122.21XXXX
# 3	2019-04-23	05:58:42.688	1.197	37.79XXXX, -122.21XXXX
# 4	2019-04-23	05:58:43.008	0.320	37.79XXXX, -122.21XXXX

INCIDENT TIMELINE

The reported round count may differ from the round count automatically calculated by the ShotSpotter system. An Incident Reviewer may have adjusted the round count upon review of the incident prior to publication. Any such change to the round count would be noted below.

TIME	USERNAME	DETAILS
04-23-2019 05:59:34	REVIEWER@SHOTSPOTTER.COM	PUBLISHED

For more information, email support@shotspotter.com, call 888.274.6877 or +1.510.794.3144. © 2019 ShotSpotter, Inc. All rights reserved. ShotSpotter® and the ShotSpotter logo are registered trademarks of ShotSpotter®, Inc.

Figure 7: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

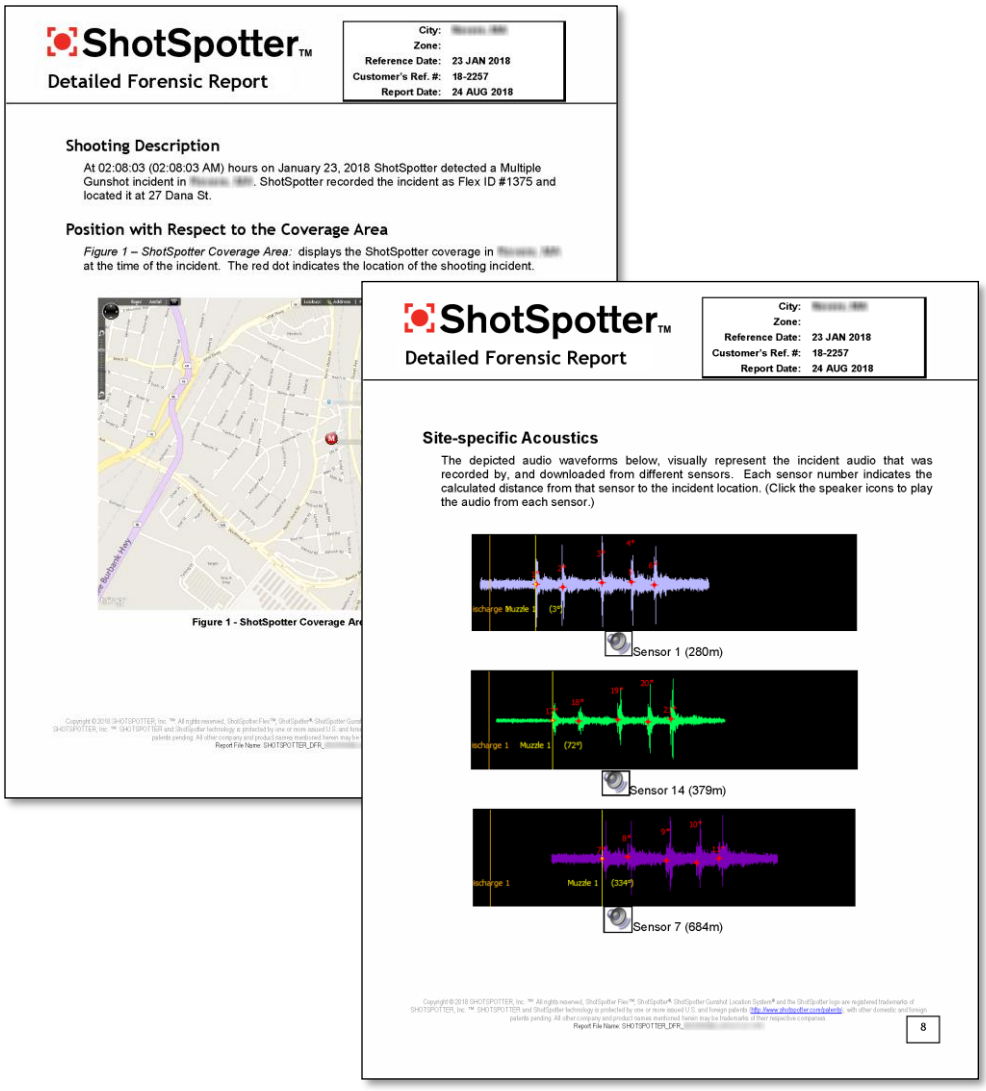


Figure 8: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

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Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

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Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has 100 customers covering more than 750 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Miami-Dade County, FL
- Miami, FL
- Riviera Beach, FL
- Tampa, FL
- Jacksonville, FL
- West Palm Beach, FL
- Fort Myers, FL
- Savannah, GA
- Jackson, TN
- Washington DC

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Pricing

ShotSpotter's proposal is offered under the following terms:

- Annual ShotSpotter Flex Subscription fees of $65,000 per square mile (regularly $70,000 per square mile); and
- Annual ShotSpotter Flex Subscription fees will be waived for one square mile for the agency funding a minimum of three (3) square miles of new coverage.
- The pricing above is available for the term of the applicable Agreement or contract Amendment up to a maximum of three (3) years.
- The pricing above is available for any Agreement or Contract Amendment that is executed no later than March 31, 2021 (**ShotSpotter is extending this deadline for the City of Miramar to June 30, 2021)** with funding to support the Agreement available by no later than December 31, 2021.

ShotSpotter Standard List Price

Service	Quantity	Unit Price	One-Year Subtotal	Fees Waived (Three-Year Agreement)	Three-Year Total
Onboarding	1	$10,000	$10,000		**$10,000**
Service Initiation (per square mile)	4	$10,000	$40,000	($40,000)	**$ 0**
Annual Subscription Fee	4	$70,000	$280,000		**$840,000**
TOTALS			**$330,000**	**($40,000)**	**$850,000**

Pricing for the City of Miramar

Service	Quantity	Unit Price	One-Year Subtotal	Fees Waived (Three-Year Agreement)	Three-Year Total
Onboarding	1	$10,000	$10,000		**$10,000**
Service Initiation (per square mile)	4	$10,000	$40,000	($40,000)	**$ 0**
Annual Subscription Fee	4	$65,000	$260,000		**$780,000**
Annual Subscription Fee (Fee Waiver)	1		($65,000)	($195,000)	**($195,000)**
TOTALS			**$245,000**	**($235,000)**	**$595,000**

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack	$9,500/year

- Recurring annual subscription fee
- Includes up to three interfaces
- Does not include costs required from other vendors to implement or support the planned interfaces

Payment Terms

Payment for the service initiation, onboarding, and subscription (EXCLUDING optional interface license) shall be as follows:

- 50% of Year 1 fees due upon execution of agreement ($102,500)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status ($102,500)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status ($195,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status ($195,000)

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Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A. ShotSpotter agrees that the Respond (formerly Flex) Services Agreement will be based on the agreement between ShotSpotter and the City of Tampa, revised accordingly, per section 4.32 of the City of Tampa ITB No. 21062018.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing in this proposal is contingent upon ShotSpotter receiving a fully executed contract for the three-year term and the related purchase order on, or before June 30, 2021.
- A Multi-Year Term Commitment discount will be applied to the one-time fees and is contingent upon ShotSpotter receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The pricing assumes that the Miramar Police Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

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Price Proposal for Subscription-Based Gunshot Detection, Location, and Forensic Analysis Service for the City of Miramar, Florida

April 1, 2021

Proposal ID: MIRFL040121

Submitted by: **Ron "Jake" Jacobs, Director – Southeast Region**
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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal to the Miramar Police Department. The proposed ShotSpotter Respond solution is designed to identify, locate, and track active gunfire, and will support the Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

ShotSpotter's proposal includes a waiver of Service Initiation Fees, a discounted Annual Subscription Fee, and an offer for the City to license a 1.0 mi^2 coverage area (in addition to the proposed 3.0 mi^2 coverage area) with ShotSpotter waiving the Service Initiation Fee and Annual Subscription fee for a maximum three-year term for the additional square mile. This offer equates to an overall savings of $255,000 for the City. This special offer is contingent upon receipt of a fully executed contract for a three-year term no later than June 30, 2021.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.

- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.

- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

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- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
    - Recognition: "Was that gunfire, fireworks, or something else?"
    - Retaliation: "If they find out I called, will they come after me?"
    - Resignation: "No one came the last time I called…"

  Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

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How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365 by highly trained acoustic experts. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to take 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Miramar.

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Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with nearly 750 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 100 full-time employees and is headquartered in Newark, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond™, is the leading gunshot detection, location, and forensic analysis system, and is trusted by 100 cities. Other product offerings include:

- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

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Proposed Coverage Area

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. The area delineated by a blue boundary in the image below is a rough estimate of the recommended coverage area. The precise size of the area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage area may vary. ShotSpotter will perform this verification during the installation process.

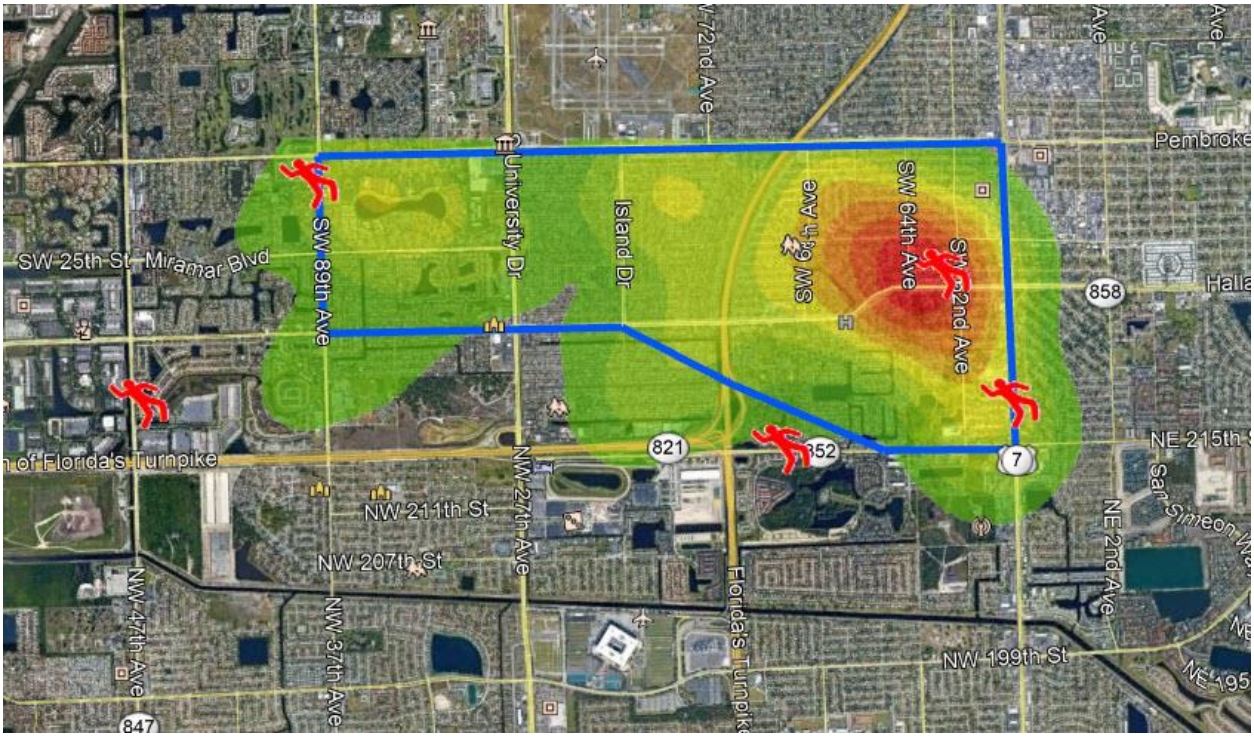

Figure 1: Proposed ShotSpotter Coverage Area = 4 square miles

Using the data provided by the Department for January 1, 2020 through January 23, 2021, the map above depicts the preliminary coverage boundaries. ShotSpotter will collaborate with Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Department's needs and priorities. The heat map in Figure 1: Proposed ShotSpotter Coverage Area depicts the following within the 4 square mile coverage area (outlined in blue):

Icon	Crime Type Definition	Quantity	Percentage of Totals
"	Homicides	3	60%
	Aggravated Assaults	8	73%
	Aggravated Battery	11	69%
	Shooting Incidents	41	80%

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

Figure 2: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

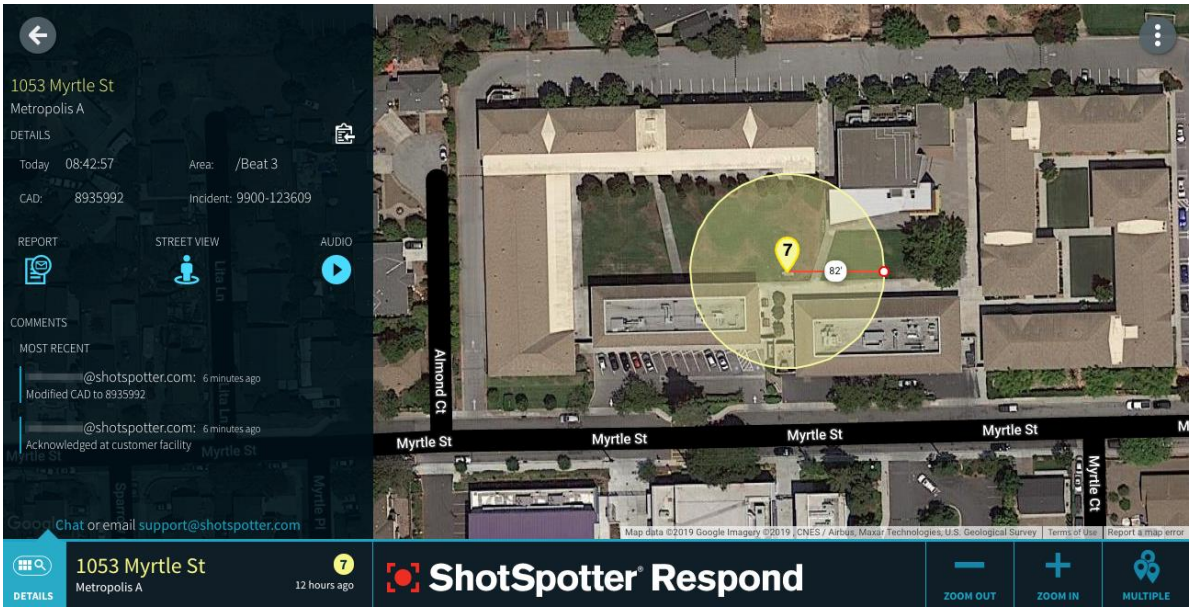

Figure 3: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g. "District 4 Gunfire – Last 28 days").

Figure 4: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.
Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.

- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.

Figure 5: Smart Watch Notification

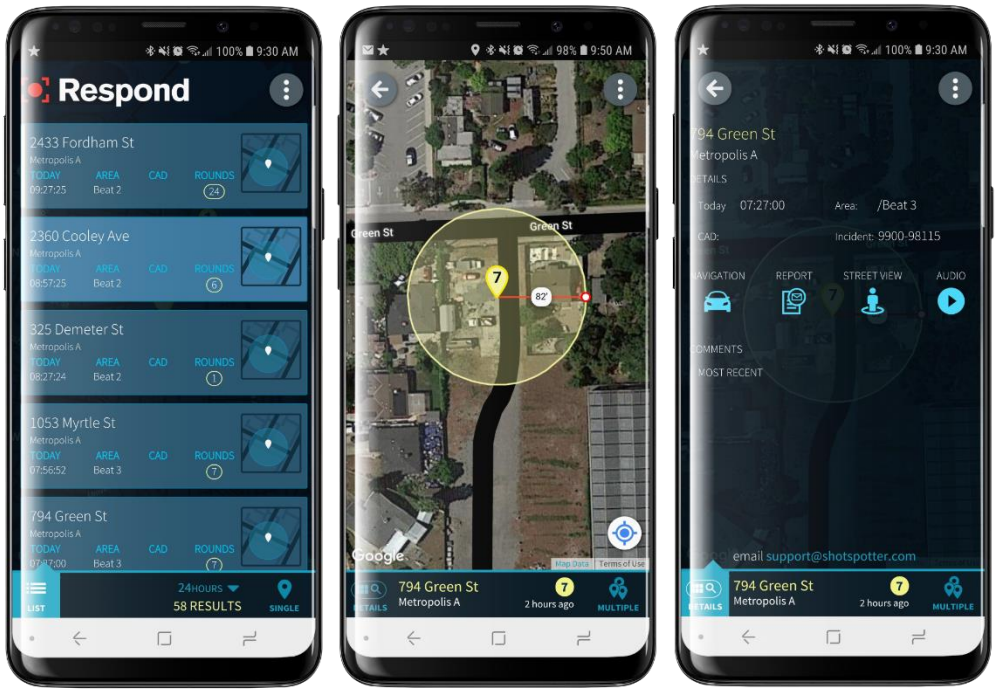

Figure 6: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

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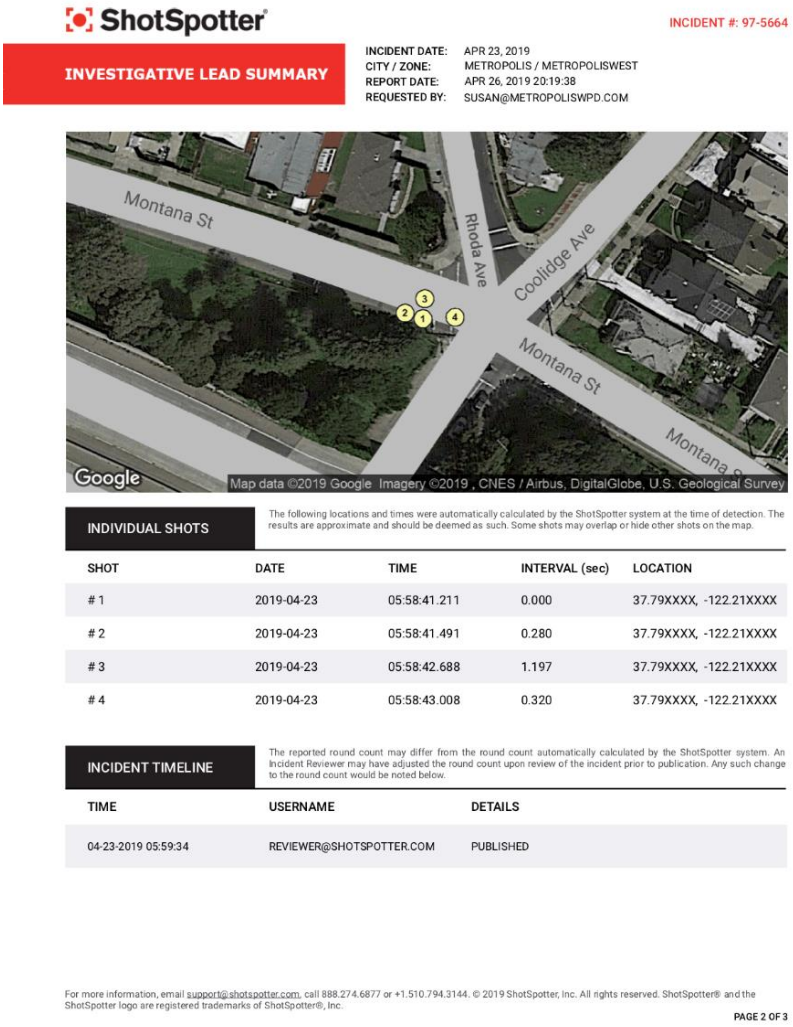
Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).



ShotSpotter

INCIDENT #: 97-5664

INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: APR 23, 2019
CITY / ZONE: METROPOLIS / METROPOLISWEST
REPORT DATE: APR 26, 2019 20:19:38
REQUESTED BY: SUSAN@METROPOLISWPD.COM

INDIVIDUAL SHOTS

The following locations and times were automatically calculated by the ShotSpotter system at the time of detection. The results are approximate and should be deemed as such. Some shots may overlap or hide other shots on the map.

SHOT	DATE	TIME	INTERVAL (sec)	LOCATION
# 1	2019-04-23	05:58:41.211	0.000	37.79XXXX, -122.21XXXX
# 2	2019-04-23	05:58:41.491	0.280	37.79XXXX, -122.21XXXX
# 3	2019-04-23	05:58:42.688	1.197	37.79XXXX, -122.21XXXX
# 4	2019-04-23	05:58:43.008	0.320	37.79XXXX, -122.21XXXX

INCIDENT TIMELINE

The reported round count may differ from the round count automatically calculated by the ShotSpotter system. An Incident Reviewer may have adjusted the round count upon review of the incident prior to publication. Any such change to the round count would be noted below.

TIME	USERNAME	DETAILS
04-23-2019 05:59:34	REVIEWER@SHOTSPOTTER.COM	PUBLISHED

For more information, email support@shotspotter.com, call 888.274.6877 or +1.510.794.3144. © 2019 ShotSpotter, Inc. All rights reserved. ShotSpotter® and the ShotSpotter logo are registered trademarks of ShotSpotter®, Inc.

Figure 7: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

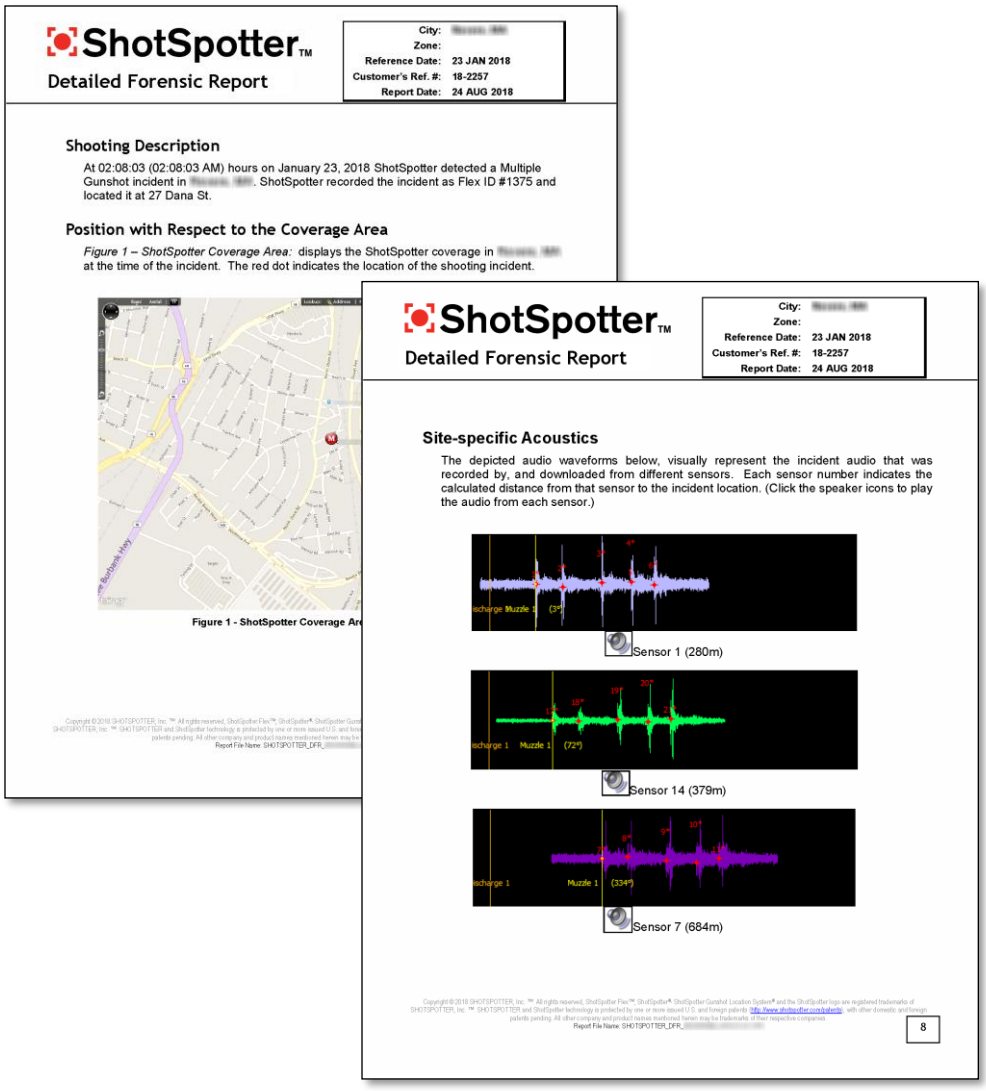


Figure 8: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

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Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

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Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has 100 customers covering more than 750 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Miami-Dade County, FL
- Miami, FL
- Riviera Beach, FL
- Tampa, FL
- Jacksonville, FL
- West Palm Beach, FL
- Fort Myers, FL
- Savannah, GA
- Jackson, TN
- Washington DC

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Pricing

ShotSpotter's proposal is offered under the following terms:

- Annual ShotSpotter Flex Subscription fees of $65,000 per square mile (regularly $70,000 per square mile); and
- Annual ShotSpotter Flex Subscription fees will be waived for one square mile for the agency funding a minimum of three (3) square miles of new coverage.
- The pricing above is available for the term of the applicable Agreement or contract Amendment up to a maximum of three (3) years.
- The pricing above is available for any Agreement or Contract Amendment that is executed no later than March 31, 2021 (**ShotSpotter is extending this deadline for the City of Miramar to June 30, 2021)** with funding to support the Agreement available by no later than December 31, 2021.

ShotSpotter Standard List Price

Service	Quantity	Unit Price	One-Year Subtotal	Fees Waived (Three-Year Agreement)	Three-Year Total
Onboarding	1	$10,000	$10,000		**$10,000**
Service Initiation (per square mile)	4	$10,000	$40,000	($40,000)	**$ 0**
Annual Subscription Fee	4	$70,000	$280,000		**$840,000**
TOTALS			**$330,000**	**($40,000)**	**$850,000**

Pricing for the City of Miramar

Service	Quantity	Unit Price	One-Year Subtotal	Fees Waived (Three-Year Agreement)	Three-Year Total
Onboarding	1	$10,000	$10,000		**$10,000**
Service Initiation (per square mile)	4	$10,000	$40,000	($40,000)	**$ 0**
Annual Subscription Fee	4	$65,000	$260,000		**$780,000**
Annual Subscription Fee (Fee Waiver)	1		($65,000)	($195,000)	**($195,000)**
TOTALS			**$245,000**	**($235,000)**	**$595,000**

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack	$9,500/year

- Recurring annual subscription fee
- Includes up to three interfaces
- Does not include costs required from other vendors to implement or support the planned interfaces

Payment Terms

Payment for the service initiation, onboarding, and subscription (EXCLUDING optional interface license) shall be as follows:

- 50% of Year 1 fees due upon execution of agreement ($102,500)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status ($102,500)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status ($195,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status ($195,000)

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Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A. ShotSpotter agrees that the Respond (formerly Flex) Services Agreement will be based on the agreement between ShotSpotter and the City of Tampa, revised accordingly, per section 4.32 of the City of Tampa ITB No. 21062018.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing in this proposal is contingent upon ShotSpotter receiving a fully executed contract for the three-year term and the related purchase order on, or before June 30, 2021.
- A Multi-Year Term Commitment discount will be applied to the one-time fees and is contingent upon ShotSpotter receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The pricing assumes that the Miramar Police Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

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CITY OF MIRAMAR AGREEMENT
FOR SHOTSPOTTER GUNFIRE DETECTION SERVICES
(Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2021, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "**City**"), and Shotspotter, Inc., whose address is 7979 Gateway Blvd, Suite 210, Newark, CA 94560 (the "**Service Provider**").

WITNESSETH

WHEREAS, the Service Provider wishes to enter into this Agreement ("Agreement") with City to provide Gunfire Detection & Location Services ("Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Tampa and the Service Provider as set forth in the City of Tampa – Shotspotter, Inc. agreement dated December 6, 2018, attached hereto as Exhibit "A" ("Tampa Agreement"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. **Term.** The term of this Agreement commences upon execution and shall continue for an initial term of three (3) years with the option to renew for one additional 1-year term, unless terminated earlier by its terms.

Section 2. **Contract Terms.** The Service Provider agrees to provide the City with gunfire detection and location services in accordance with the City's requirements as set forth herein and the Tampa Agreement. The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents," and represent the entire agreement between the parties. In the event of

conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Tampa Contract, and the Service Provider's accepted proposal.

The following provisions are included:

A. Service Provider shall perform the Services, as set forth in the Proposal, attached hereto as Exhibit "B."

B. In consideration for the services to be provided by the Service Provider, the City agrees to pay Service Provider an amount not to exceed $595,000 for the first three years. If sufficient funds are not appropriated or legally available to pay the fees, the City may terminate this Agreement by giving Service Provider notice as soon as reasonably practicable.

C. The City of Miramar shall be substituted for City of Tampa with regard to any and all provisions of the Tampa Contract, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Service Provider made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Service Provider shall not commence work on the Services unless and until the requirements for insurance have been fully met by Service Provider and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 3: Public Records. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.

2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Section 4. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

Section 5. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 6.. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Vernon E. Hargray, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida, Florida 33025

Copy to: Austin Pamies Norris Weeks Powell PLLC.
City Attorney
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Service Provider: _____
Shotspotter, Inc.
7979 Gateway Blvd, Suite 210
Newark, CA 94560

Section 7: **Scrutinized Companies**

A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in

Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 8: **Severability**. This Agreement sets forth the entire agreement between Service Provider and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section : **E-Verify.** In accordance with Florida Statutes §448.095, Service Provider, prior to commencement of services or payment by the City, will provide the City with proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of Service Provider's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. Service Provider will not hire any employee who has not been vetted through E-Verify. Service Provider may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: CITY OF MIRAMAR

By: _____ Date: _____
Vernon E. Hargray, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE
BY THE CITY OF MIRAMAR ONLY:

By: _____
City Attorney
Austin Pamies Norris Weeks
Powell PLLC

By: _____
Denise Gibbs, City Clerk Date: _____

SHOTSPOTTER, INC.

By: _____ Witness: _____

_____ _____
PRINT NAME

_____ Date: _____
TITLE

Date: _____

Fund 160 as of 06.09.2021

Project	Budget as of 10.01.2020	FY2021 Receipts (not yet appropriated)	FY2021 Interest Earned & Dividends (not yet appropriated)	FY2021 Expenditures to Date	Committed/ Encumbered Funds	Available Balance
92220 - Equitable Sharing - Justice	213,018.48	-	-	9,000.00	28,718.25	175,300.23
92221 - Equitable Sharing - Treasury	152,834.59	-	-	-	22,024.52	130,810.07
93200 - Equitable Sharing - State	721,278.95	9,799.70	1,023.93	419,337.24	59,399.84	253,365.50
Total	$ 1,087,132.02	$ 9,799.70	$ 1,023.93	$ 428,337.24	$ 110,142.61	$ 559,475.80

Notes:

Budget amendments are processed on a quarterly basis for the appropriation of funds received during the quarter.

Project 92220: $36,0000 committed for the purchase of the LE Memorial - Reso#18-02

Project 92220: $150,000.00 committed for the purchase of Electrical Control Devices ("Tasers") - Reso#19-66

Project 92220: $62,790 committed for the purchase of AED Equipment - Reso#19-85

Project 92220: $248,704 committed to the Law Enforcement Software and Equipment- Reso#19-22

Project 92220: $299,884.04 committed for the Body Worn Cameras - Reso#19-148

Project 92221: $149,866.48 committed for the Body Worn Cameras - Reso#19.148

Project 93200: $33,855.39 carry-forward balance from FY2019 LE Advanced Training - Reso#19-89

Project 93200: $702,785 committed for Body Worn Camera - Reso#19-148

Project 93200: $63,000 committed to community organizations - Reso 20-91

Project 93200: $20,000 committed to support Broward Crime Stoppers - Reso#20-153

Project 93200: $5,000 committed to the Police Chiefs Association - Reso #21-92

Prepared by: _____ 6/9/2021

FROM 2021 01 TO 2021 13

ACCOUNTS FOR: 160 Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
92220 EQUITABLE SHARING-JUSTICE							
160-00-000-000-000-399999-92220 Appropriation Of Fund Balance	0	-213,018.48	-213,018.48	.00	.00	-213,018.48	.0%
160-20-000-521-000-603425-92220 Software License & Maint	0	21,135.00	21,135.00	.00	21,135.00	.00	100.0%
160-20-000-521-000-606400-92220 Machinery & Equipment	0	1,637.80	1,637.80	.00	.00	1,637.80	.0%
160-20-000-521-000-606471-92220 Software	0	5,577.45	5,577.45	.00	.00	5,577.45	.0%
160-20-000-521-000-606700-92220 Law Enforce. Memorial/Display	0	9,368.00	9,368.00	9,000.00	368.00	.00	100.0%
160-20-000-521-000-609990-92220 Appropriated Fund Balance	0	175,300.23	175,300.23	.00	.00	175,300.23	.0%
TOTAL EQUITABLE SHARING-JUSTIC	0	.00	.00	9,000.00	21,503.00	-30,503.00	.0%
TOTAL Law Enforcement Trust Fu	0	.00	.00	9,000.00	21,503.00	-30,503.00	.0%
TOTAL REVENUES	0	-213,018.48	-213,018.48	.00	.00	-213,018.48	
TOTAL EXPENSES	0	213,018.48	213,018.48	9,000.00	21,503.00	182,515.48	

FROM 2021 01 TO 2021 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	.00	.00	9,000.00	21,503.00	-30,503.00	.0%

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	12	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:

FLEXIBLE PERIOD REPORT

Includes accounts exceeding 0% of budget.
Print Full or Short description: F
Print full GL account: Y
Sort by full GL account: N
Print Revenues-Version headings: N
Print revenue as credit: Y
Print revenue budgets as zero: N

From Yr/Per: 2021/ 1
To Yr/Per: 2021/13
Budget Year: 2021
Print totals only: N
Format type: 2
Double space: N
Suppress zero bal accts: Y
Amounts/totals exceed 999 million dollars: N
Roll projects to object: N
Print journal detail: N
From Yr/Per: 2020/ 1
To Yr/Per: 2020/13
Include budget entries: N
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1
Multiyear view: D

FROM 2021 01 TO 2021 13

ACCOUNTS FOR: 160 Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
92221 EQUITABLE SHARING-TREASURY							
160-00-000-000-000-399999-92221 Appropriation Of Fund Balance	0	-152,834.59	-152,834.59	.00	.00	-152,834.59	.0%
160-20-000-521-000-603190-92221 Prof Svcs-Other	0	2,994.07	2,994.07	.00	.00	2,994.07	.0%
160-20-000-521-000-603425-92221 Software License & Maint	0	1,300.00	1,300.00	.00	1,300.00	.00	100.0%
160-20-000-521-000-605251-92221 Noncap Equip (Item less 5000)	0	365.00	365.00	.00	.00	365.00	.0%
160-20-000-521-000-606441-92221 Vehicle Replacement Program	0	17,365.45	17,365.45	.00	.00	17,365.45	.0%
160-20-000-521-000-609990-92221 Appropriated Fund Balance	0	130,810.07	130,810.07	.00	.00	130,810.07	.0%
TOTAL EQUITABLE SHARING-TREASU	0	.00	.00	.00	1,300.00	-1,300.00	.0%
TOTAL Law Enforcement Trust Fu	0	.00	.00	.00	1,300.00	-1,300.00	.0%
TOTAL REVENUES	0	-152,834.59	-152,834.59	.00	.00	-152,834.59	
TOTAL EXPENSES	0	152,834.59	152,834.59	.00	1,300.00	151,534.59	

FROM 2021 01 TO 2021 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	.00	.00	.00	1,300.00	-1,300.00	.0%

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	12	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:

FLEXIBLE PERIOD REPORT

Includes accounts exceeding 0% of budget.
Print Full or Short description: F
Print full GL account: Y
Sort by full GL account: N
Print Revenues-Version headings: N
Print revenue as credit: Y
Print revenue budgets as zero: Y

From Yr/Per: 2021/ 1
To Yr/Per: 2021/13
Budget Year: 2021
Print totals only: N
Format type: 2
Double space: N
Suppress zero bal accts: Y
Amounts/totals exceed 999 million dollars: N
Roll projects to object: N
Print journal detail: N
From Yr/Per: 2020/ 1
To Yr/Per: 2020/13
Include budget entries: N
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1
Multiyear view: D

CITY OF MIRAMAR

MUNIS ERP SOLUTIONS

FROM 2021 01 TO 2021 13

ACCOUNTS FOR: 160 Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
93200 NON-FEDERAL FORFEITURES							
160-00-000-000-000-356100-93200 State Forfeiture	0	.00	.00	-9,799.70	.00	9,799.70	.0%
160-00-000-000-000-361100-93200 Int Earnings	0	.00	.00	-1,023.93	.00	1,023.93	.0%
160-00-000-000-000-361200-93200 Dividend Income	0	.00	.00	-.49	.00	.49	.0%
160-00-000-000-000-399999-93200 Appropriation Of Fund Balance	0	-721,278.95	-721,278.95	.00	.00	-721,278.95	.0%
160-20-000-521-000-601200-93200 Employee Salaries	0	.00	.00	149,719.55	.00	-149,719.55	.0%
160-20-000-521-000-602100-93200 FICA & MICA	0	.00	.00	11,228.77	.00	-11,228.77	.0%
160-20-000-521-000-602210-93200 Pension-General	0	.00	.00	19,872.59	.00	-19,872.59	.0%
160-20-000-521-000-602305-93200 Health Insurance-HMO	0	.00	.00	16,673.39	.00	-16,673.39	.0%
160-20-000-521-000-602306-93200 Dental Insurance-PPO	0	.00	.00	957.04	.00	-957.04	.0%
160-20-000-521-000-602309-93200 Basic Life Insurance	0	.00	.00	486.31	.00	-486.31	.0%
160-20-000-521-000-602311-93200 Long-Term Disability Ins	0	.00	.00	189.08	.00	-189.08	.0%
160-20-000-521-000-602400-93200 Workers' Compensation	0	.00	.00	6,715.36	.00	-6,715.36	.0%
160-20-000-521-000-603425-93200 Software License & Maint	0	183,096.00	183,096.00	171,396.00	.00	11,700.00	93.6%
160-20-000-521-000-603502-93200 Confidential Informant	0	4,000.00	4,000.00	2,000.00	.00	2,000.00	50.0%
160-20-000-521-000-604001-93200 Travel & Training	0	12,518.56	12,518.56	.00	.00	12,518.56	.0%
160-20-000-521-000-604905-93200 Bank Svc Charges	0	.00	.00	99.15	.00	-99.15	.0%
160-20-000-521-000-604997-93200 Other Operating Expenses	0	35,280.00	35,280.00	.00	.00	35,280.00	.0%
160-20-000-521-000-605240-93200 Uniforms Cost	0	4,500.00	4,500.00	.00	.00	4,500.00	.0%
160-20-000-521-000-606402-93200 Communication Equipment	0	6,500.00	6,500.00	.00	.00	6,500.00	.0%

FROM 2021 01 TO 2021 13

ACCOUNTS FOR: 160 Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
160-20-000-521-000-608304-93200 Crime Prev Program	0	40,000.00	40,000.00	40,000.00	.00	.00	100.0%
160-20-000-521-000-609990-93200 Appropriated Fund Balance	0	435,384.39	435,384.39	.00	.00	435,384.39	.0%
TOTAL NON-FEDERAL FORFEITURES	0	.00	.00	408,513.12	.00	-408,513.12	.0%
TOTAL Law Enforcement Trust Fu	0	.00	.00	408,513.12	.00	-408,513.12	.0%
TOTAL REVENUES	0	-721,278.95	-721,278.95	-10,824.12	.00	-710,454.83	
TOTAL EXPENSES	0	721,278.95	721,278.95	419,337.24	.00	301,941.71	

FROM 2021 01 TO 2021 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	.00	.00	408,513.12	.00	-408,513.12	.0%

REPORT OPTIONS

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Sequence 4	0	N	N

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Detail format option: 1
Multiyear view: D