

## FOURTH AMENDATORY AGREEMENT

**THIS FOURTH AMENDATORY AGREEMENT** by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SHOTSPOTTER, INC.**, a Delaware corporation, registered to do business in Colorado, whose address is 7979 Gateway Blvd., Suite 210, Newark, CA 94560 (the “Contractor” also “ShotSpotter,” “we,” “us,” or “our”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated December 10, 2015, a First Amendatory Agreement dated April 12, 2017, a Second Amendatory Agreement dated February 23, 2018, and a Third Amendatory Agreement dated January 23, 2019 (the “Agreement”), relating to a subscription to the ShotSpotter Flex System which detects loud implosive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center; and

**WHEREAS**, the Parties wish to amend the Agreement to add an exhibit and increase the compensation to the Contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 4. A. of the Agreement entitled “Fee” is amended to read as follows:

“ 4. **COMPENSATION AND PAYMENT:**

A. **Fee:** The fee for services described in Attachment 6 is \$104,250 (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance.”

2. Article 4. D. (i) of the Agreement entitled “Maximum Contract Amount” is amended to read as follows:

“ 4. **COMPENSATION AND PAYMENT:**

D. **Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **TWO MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED NINE DOLLARS AND 00/100 CENT (\$2,875,409.00)**. Contractor acknowledges that any work

performed by the Contractor beyond that specifically authorized by the City is performed at Contractor's risk and without authorization under this Agreement.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Fourth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**EXHIBIT**  
**Attachment 6**

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** POLIC-201525310-04

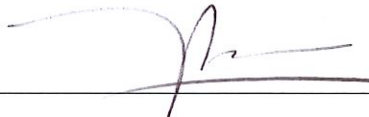
**Contractor Name:** SHOTSPOTTER INC

By: 

Name: Sonya Strickler  
(please print)

Title: VP Finance & Controller  
(please print)

**ATTEST: [if required]**

By: 

Name: THERESA MAUNG  
(please print)

Title: ACCOUNTANT  
(please print)





 **ShotSpotter**

DETECT • PROTECT • CONNECT

FIXED PRICE PROPOSAL  
FOR SUBSCRIPTION-BASED SHOTSPOTTER®  
GUNFIRE LOCATION, ALERT AND ANALYSIS SERVICE  
FOR THE CITY OF DENVER, CO

confidential



CITY OF DENVER, CO

**Fixed Price Proposal for Subscription-Based ShotSpotter® Gunfire  
Location, Alert, and Analysis Service**

**Prospect:** City of Denver, CO

**Proposal ID:** DENVCO02122019

**Date:** February 12, 2019

**Submitted by:** Lydia Barrett, Director – West Region  
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info@ShotSpotter.com  
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CITY OF DENVER, CO

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## ShotSpotter Introduction and Background

ShotSpotter has been privileged to provide its gunfire detection and analysis service in multiple ShotSpotter coverage areas for the Denver Police Department (DPD) and the City of Denver as a critical part of the City's comprehensive gun violence reduction strategies.

The purpose of this proposal is to support DPD and the City of Denver in considering an additional area of ShotSpotter coverage in the Downtown Denver area. DPD has identified an area of interest and need for ShotSpotter coverage due to various factors, including increasing levels of gunfire incidents, calls for service for shots fired, and homicides by gun. Additionally, this area includes significant pedestrian and auto traffic, as well as high rates of commerce and business activity.

In recognition of our established partnership with DPD and the City of Denver, and ShotSpotter's long-term commitment to both, ShotSpotter proposes to add an area of priority coverage to DPD's requested expansion plan at no cost to DPD or the City. This add-on to the proposed expansion includes DPD headquarters, the Denver Art Museum and the Denver Public Library among residences and other businesses.

## Coverage Area

ShotSpotter systems are deployed to provide a dome of coverage for one or more specified areas. The area is bounded by a specific coverage area perimeter. The area to be covered is shown in the map image below, with the coverage area perimeter denoted by a boundary line. The area outlined in the image is a rough estimate of the recommended coverage area and may not be exact. Note that ShotSpotter included DPD's original three areas of desired coverage in our recommended option below. The precise size of the area (e.g., in



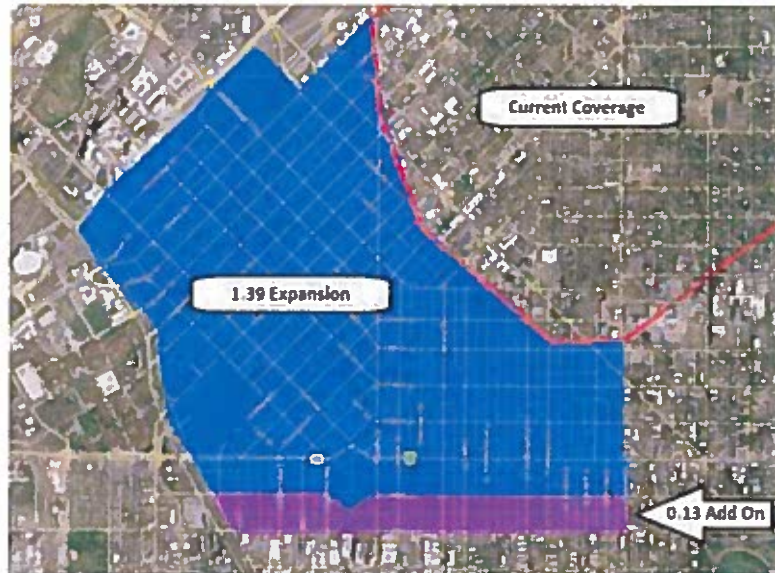
square miles) can only be verified during site survey and service implementation; therefore, the shape may vary.

The proposed coverage boundaries are drafted for this firm fixed price proposal to address the City's public safety needs and priorities.

### Denver Police Department Crime Map



DPD supplied the above maps that outline the crime information and requested coverage area. ShotSpotter has incorporated this information from the coverage area requested above and described on the following pages.



**Requested Expansion Coverage - 1.39 mi<sup>2</sup> plus 0.13 mi<sup>2</sup> add-on= 1.52 mi<sup>2</sup>**

Note this coverage area is contiguous with an existing ShotSpotter coverage area. It also shows the addition of 0.13 square miles of coverage at no charge in perpetuity as part of our commitment to Denver PD and the City of Denver.

### **Pricing, Terms and Conditions**

The following pricing is provided as a firm fixed price quotation, which remains valid for ninety days (through May 12, 2019).

This price quotation does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.

**Please note that a credit (discount) equal to the Service Initiation fee can be included should DPD elect to sign a multi-year contract of 3 or more years.**



### Price Schedule

<b>Non-Recurring Charges:</b>	
Service Initiation and Startup Fee	\$ 10,000.00/mi <sup>2</sup>
<b>Recurring Charges:</b>	
Annual Subscription Fee (contiguous area)	\$ 65,000.00/mi <sup>2</sup>

### Quotation

Requested Coverage Area	1.39 mi <sup>2</sup>
Service Initiation	\$ 13,900.00
Annual Subscription Fee	\$ 90,350.00
Add-On Coverage Area	0.13 mi <sup>2</sup>
Service Initiation	<b>\$0.00</b>
Annual Subscription	<b>\$0.00</b>
<b>Total for First Year (Includes Service Initiation)</b>	<b>\$ 104,250.00</b>

### Payment Terms

Payment for the service initiation and startup and subscription fees, shall be as follows:

- 50% due upon execution of agreement
- 50% due upon ShotSpotter "live" status



**Service Agreement**

The proposed services will be delivered according to the terms of the current ShotSpotter Flex Service Agreement ("Agreement"), signed on June 16, 2016, which is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically stated otherwise, should there be any conflict between the Agreement and this proposal, the Agreement shall take precedence over the proposal itself.

**Agreement**

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

Option Selected:

- Annual Subscription
- Multi-Year Subscription (3 or more years)

**ShotSpotter, Inc.**

**City of Denver, CO**

By:

By:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

Name:

Name:

Title:

Title:

Date:

Date:



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