

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SOUNDTHINKING, INC.**, a Delaware Foreign Corporation, registered to do business in Colorado, whose address is 39300 Civic Center Dr., Suite 300, Fremont, CA 94538 (the “Contractor”), jointly “the Parties” and individually a “Party.”

RECITALS:

A. The City entered into an Agreement dated **January 5, 2022** with ShotSpotter, Inc. to perform, and complete all of the services outlined in the Scope of Work (the “Agreement”) to the City’s satisfaction.

B. ShotSpotter, Inc. had an entity name change and is now known as SoundThinking, Inc. All references to ShotSpotter, Inc. in the Agreement shall now refer to SoundThinking Inc.

B. The Parties wish to amend the Agreement to decrease maximum agreement amount, amend **Addendum 1 - Pricing Breakdown and Payment Milestones** and revise **Paragraph 42 – Payment of City Minimum Wage**.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Paragraph 10 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection 10.4 (10.4.1) entitled “**Maximum Agreement Liability:**” is hereby deleted in its entirety and replaced with:

“10.4 Maximum Contract Amount:

10.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$4,500,000.00)** (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor’s risk and without authorization under the Agreement.”

2. Paragraph 42 of the Agreement entitled “**PAYMENT OF CITY MINIMUM WAGE**” is hereby deleted in its entirety and replaced with:

“42. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

3. All references to “...**Addendum 1**...” in the Agreement shall be amended to read: “...**Addendum 1, and 1-A**...” as applicable. **Addendum 1-A** is attached to this Amendatory Agreement and hereby incorporated by reference.

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement will not be 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.

ATTACHED ADDENDA AND EXHIBITS:

ADDENDUM 1-A - Pricing Breakdown and Payment Milestones

[SIGNATURE PAGES TO FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Contract Control Number:
Contractor Name:

POLIC-202476598-01 / 202161439-01
SoundThinking, Inc. f/k/a ShotSpotter, Inc.

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

POLIC-202476598-01 / 202161439-01
SoundThinking, Inc. f/k/a ShotSpotter, Inc.

By: _____

DocuSigned by:

Roxanne Lerner

5A2E233158A94FE...

Roxanne Lerner

Name: _____
(please print)

Title: Director of Contracts
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

ADDENDUM 1-A



Quote

SoundThinking, Inc.
39300 Civic Center Dr., Suite 300
Fremont, CA 94538-2337
Phone: 888.274.6877 Fax: 650.887.2106

DATE 9/23/2024
Quote # DENVERPD092324
Customer ID Denver PD

Quote For:

Mr. Phil Gonshak
Director of Strategic Initiatives Bureau
Denver Police Department
1331 Cherokee Street
Denver CO, 80204

Quote valid until: 12/31/2024
Prepared by: K Isotalo

Comments or Special Instructions:

Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for an additional one-year term (January 1, 2025 through December 31, 2025) for the Phase I 3.0 mi² coverage area; the Phase IIA 6.0 mi² coverage area; the Phase IIB 0.5 mi² coverage area; the Phase III 2.0 mi² coverage area; the Phase IV 1.1 mi² coverage area; the Phase V 1.52 mi² coverage area; and the Phase VI 2.0 mi² coverage area. The proposed services will be delivered according to the terms and conditions contained in the Professional Services Agreement dated January 5, 2022, and the Memorandum of Understanding dated June 23, 2022, which are incorporated herein by reference.

SALES DIRECTOR:		Terri Greene	TERMS:		Net 30
QUANTITY (mi²)	DESCRIPTION		UNIT PRICE (per mi²)	TAXABLE?	AMOUNT
3.0	Annual ShotSpotter Subscription Services for Phase I (North Area) for 1/1/2025 through 12/31/2025.		\$62,457		\$187,371
6.0	Annual ShotSpotter Subscription Services for Phase IIA (District 1 and 4 and Park Hill Area) for 1/1/2025 through 12/31/2025.		\$68,134.50		\$408,807
0.5	Annual ShotSpotter Subscription Services for Phase IIB (Sun Valley Area) for 1/1/2025 through 12/31/2025.		\$70,000		\$35,000
2.0	Annual ShotSpotter Subscription Services for Phase III (Montebello Area) for 1/1/2025 through 12/31/2025.		\$70,000		\$140,000
1.1	Annual ShotSpotter Subscription Services for Phase IV (East Colfax within District 2 Area) for 1/1/2025 through 12/31/2025.		\$75,000		\$82,500
1.52	Annual ShotSpotter Subscription Services for Phase V (Downtown Area) for 1/1/2025 through 12/31/2025.		\$66,950		\$0
2.0	Annual ShotSpotter Subscription Services for Phase VI (Downtown Expansion Area) for 1/1/2025 through 12/31/2025.		\$70,000		\$0
	One-time fee waiver for subscription term 1/1/2025-12/31/2025				(\$200,000)
				SUBTOTAL	\$653,678
				TAX RATE	
				SALES TAX	-
				OTHER	-
				TOTAL	\$653,678

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

