SINGLE SOURCE AWARD **BID # SS-12694-22**

Subject: Gunshot Detection, Location, Alert and Analysis Solution

Department: Sheriff's Office

Description of Purchase: Recommend approval of name change from ShotSpotter, Inc. to SoundThinking, Inc., per attached Press Release dated April 10, 2023.

Recommend approval to amend and increase single source award to SoundThinking, Inc., to implement CaseBuilder/Crime Gun, SoundThinking's gun crime tracking and analysis tool for the Jacksonville Sheriff's Office (POA-71905-22, Contract #10303, AMD 1). The addition of CaseBuilder will enable the Jacksonville Sheriff's Office to have a centralize case management system for gun-crime cases. Period of service is for four (4) years from date of signed contract amendment. Total not-to-exceed expenditure for the period is $236,800.00 with $59,200.00 for FY24. Total revised not-to-exceed expenditure amount is $2,074,300.00.

Recommend approval for Amendment One (1) Response Service Agreement to be signed by the Office of General Counsel.

Funding Source: 11525.551103.546620.000000.00001443.00000.0000000 – To be encumbered by formal contract amendment through the Office of General Counsel and processed by Purchase Order Release(s)

Single Source Award To: SoundThinking, Inc.

Price Justification: See attachment

Total Award: $2,074,300.00 **Requisition #:** IHIN-500145-24

Attachments: Agency Memo, Amendment One Response Service Agreement, Previous Contract, Previous Award, Press Release, W-9

Certification as to Single Source: Mark Romano, Director of Department of Investigations & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007

Wallace Cohen, Olive

From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Monday, December 11, 2023 3:00 PM
To: Wallace Cohen, Olive
Subject: FW: Justification for Single Source SoundThinking
Attachments: Justification for Single Source Form SoundThinking.docx

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Olive,

Please see the attached JSS Form for SoundThinking. Nikita says it answers her questions. Can you include it in the package for GGAC?

Thanks,

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

From: Reed, Nikita <NReed@coj.net>
Sent: Monday, December 11, 2023 2:36 PM
To: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Subject: RE: Justification for Single Source SoundThinking

******EXTERNAL EMAIL SOURCE******
This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Yes this answers my question. Thank you!

Nikita

Nikita L. Reed, P.E.
(904) 255-8702

From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Monday, December 11, 2023 12:44 PM
To: Reed, Nikita <NReed@coj.net>
Subject: Justification for Single Source SoundThinking

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Nikita,

Can you review the attached JSS and let me know if it answers your questions regarding SoundThinking? If so, I will submit it to procurement.

Thanks,

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

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The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

JUSTIFICATION FOR SINGLE SOURCE (JSS)

Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

1. ***Requesting Agency:***	Jacksonville Sheriff's Office (JSO)
2. ***Nature and/or description of the requirement being requested.*** ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	Gunshot Detection, Location, Alert and Analysis Solution with SoundThinking, Inc., to include the implementation of CaseBuilder™/Crime Gun, CaseBuilder Crime Gun Subscription Services and Crime Gun Software, which is SoundThinking's gun crime tracking and analysis tool. The addition of the CaseBuilder™ will enable the Jacksonville Sheriff's Office to have a centralized case management system for gun crime cases.
3. ***Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:***	The CaseBuilder Crime Gun solution is part of SoundThinkings Safety Smart platform and is designed to support the Sheriff's Office CaseBuilder Crime Gun intelligence initiatives. It tracks and reports on gun crime and the platform's analytics and reporting tools provide realtime visibility in gun related cases and activities. The solution uses incident information from ShotSpotter and it ingests National Integrated Ballistics Informaiton Network (NIBIN) leads. It analyzes the combined data to correlate ballistic information and alerts investigaros of leads and inter-related cases. The Sheriff's office can better manage information and achieve higher clearance rates for shooting incidents.
4. ***Date of Request***	12/11/2023

5. ***Summary of Market Research***
[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[JSO researched the marketplace and SoundThinking (formally ShotSpotter) is the only wide-area Gunshot Detection, Location and Forensic Analysis Services this is available for law enforcement. The CaseBuilder Crime Gun Solution is part of SoundThinking and is only provided through them.]

6. ***Conflict of Interest (Must Check)***

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes.*

7. ***Other Documentation (Check and attach all that apply)***

√ Supplier Quote

√ Single Source Memo signed by Director

√ Other [Amendment 1 to Respond Services Agreement]

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Mark Romano
Director of Department of Investigations & Homeland Security

Subject: SS-12694-22 - Gunshot Detection, Location, Alert and Analysis Solution/Contract #10303

Date: November 10, 2023

We are requesting to amend SS-12694-22 Gunshot Detection, Location, Alert and Analysis Solution with SoundThinking, Inc., formally ShotSpotter, to include the implementation of CaseBuilder™/Crime Gun, SoundThinking's gun crime tracking and analysis tool. The addition of the CaseBuilder™ will enable the Jacksonville Sheriff's Office to have a centralized case management system for gun crime cases. We are requesting the CaseBuilder™ to be added for a four (4) year period in the not to exceed expenditure amount of $236,800.00. The expenditure amount for FY24 is $59,200.00 from funding source 11525.551103.546620.000000.00001443.00000. The revised not to exceed expenditure amount is $2,074,300.00. We are attaching Amendment One (1) to Respond Services Agreement, Contract #10303 and the proposal from SoundThinking, Inc., for your review. We are requesting that the attached Amendment One (1) to Respond Services Agreement be processed through the Office of General Counsel. We are requesting that POA-71905-22 be updated for this request.

Please let me know if you need any additional information.

7218 2

P-1532e
Rev. 06/2023

Order Request Form

Jacksonville Sheriff's Office

Request For: CGIC (Work Unit) | Investigations (Division) | Investigations / HS (Dept.)

Requestor: Lt. M.A. Musser (Name) | 61139 (ID #) | 255-4071 (Phone) | 11/14/2023 (Date)

Deliver To Location:

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	Amendment Respond/Case Builder Service Agreement		1	$ 59,200.00	$ 59,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				TOTAL REQUEST	$ 59,200.00

Suggested Vendor: Soundthinking

Vendor Phone: 510-552-4367

Vendor Address / E-mail: nbritto@soundthinking.com

RECEIVED
2023 NOV 14 PM 1:13
PURCHASING DIV.

☐ Proprietary
☐ Sole Source

If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund *

* Enter name and # of Grant or Trust Fund

Justification / Repetitive Request Authorization / Notes:

Update to the Service agreement for Case Builder/Respond

Approvals:

1. A/C M.A. M — ID # 6097 — Date 11-14-2023
2. Chief [illegible] — ID # 7107 — Date 11/14/23
3. D.r. M.G. [illegible] — ID # 7527 — Date 11/14/23.
4. Signature — ID # — Date

Required approval level (per Order 410 [Budget]):

$0	to	$2,500	-	Assistant Chief or higher
$2,501	to	$10,000	-	Chief or higher
$10,001	or	more	-	Director or higher

Budget Office Use Only — Use of P-card approved
Index — Subobject
Analyst — Date

PRESS RELEASE

Shotspotter Changes Corporate Name To Soundthinking And Launches Safetysmart Platform For Safer Neighborhoods

SoundThinking's new SafetySmart platform combines specialized software and objective data to help law enforcement and civic leadership create safer and healthier neighborhoods

FREMONT, Calif., April 10, 2023 – ShotSpotter, Inc. (Nasdaq: SSTI), a leading public safety technology company that combines transformative solutions and strategic advisory services for law enforcement and civic leadership, today announced a rebranding and name change to **SoundThinking**™. The new name reflects the company's focus on public safety through industry-leading law enforcement tools and community-focused solutions for non-law enforcement entities to utilize for a holistic approach to violence prevention, social services and economic assistance.

As part of its corporate rebrand, SoundThinking is proud to introduce its SafetySmart Platform™, an integrated suite of four data-driven tools that enable law enforcement and community violence prevention and health organizations to be more efficient, effective, and equitable in driving positive public safety outcomes. The company's flagship acoustic gunshot detection technology, ShotSpotter, will retain its name as a product.

"ShotSpotter established the acoustic gunshot detection category more than 25 years ago," said SoundThinking CEO Ralph Clark. "As the public safety landscape has evolved, we have evolved with it. In a time of rising crime, police staffing shortages, and the need for greater transparency and accountability, we are offering a platform of data-driven technologies that can make the policing profession better by helping law enforcement improve their community partnerships and above all, protect residents in the community. At SoundThinking, we are passionate about helping law enforcement and civic leadership couple technology with best practices to strive for optimal public safety outcomes."

"SoundThinking is the perfect name for a company that has mentored us to change the way we think about responding to gun violence," said Melron Kelly, Deputy Chief of the Columbia, South Carolina Police Department. "We used to prioritize our response to gunfire to solely make arrests, but with the tools and counsel of SoundThinking, our response is more comprehensive and now focuses on saving lives and increasing community trust in our agency."

"SoundThinking's SafetySmart platform is a game-changer in terms of the success of our mission," said John Bush, director of Savannah, Georgia's Office of Neighborhood Safety and Engagement. "It's not just about law enforcement anymore. SafetySmart brings law enforcement and community organizations together to effectively prevent violence and save lives."

With a holistic focus on public safety, SoundThinking's new SafetySmart Platform goes well beyond the leading acoustic gunshot detection service, ShotSpotter®. It includes the leading law enforcement search engine, CrimeTracer™, the comprehensive investigation management system, CaseBuilder™, and patrol management and analysis software, ResourceRouter™. More information on these offerings can be found below:

- **ShotSpotter** is an acoustic gunshot detection system that alerts police to virtually all gunfire within a coverage area in less than 60 seconds, helping reduce police response times to gun crimes and save lives.
- **CrimeTracer** is a law enforcement search engine that enables investigators to search through more than 1 billion criminal justice records from across jurisdictions to generate tactical leads and quickly make intelligent connections.
- **CaseBuilder** is a one-stop investigative management system for tracking, reporting, and collaborating on cases. It produces a single electronic courtroom-ready document to help prosecutors clear cases and take offenders off the streets.
- **ResourceRouter** is software that directs the deployment of patrol and community anti-violence resources in an objective way to help maximize the impact of limited resources and improve community safety.

In conjunction with the brand update, SoundThinking has also launched a new official company website. To learn more and explore the new site, visit **www.soundthinking.com**.

About SoundThinking

SoundThinking, Inc. (Nasdaq: SSTI) is a leading public safety technology company that combines transformative solutions and strategic advisory services for law enforcement and civic leadership. We are trusted by more than 250 customers and 2,000 agencies to drive more efficient, effective, and equitable public safety outcomes, making communities healthier. Our SafetySmart™ platform includes ShotSpotter®, the leading acoustic gunshot detection system, CrimeTracer™, the foremost law enforcement search engine, CaseBuilder™, a one-stop investigation management system, and ResourceRouter™, software that directs patrol and community anti-violence resources to help maximize their impact. SoundThinking has been designated a Great Place to Work® Company.

Media Relations:
SoundThinking, Inc.
Jerome Filip
510-203-0934
jfilip@soundthinking.com

Investor Relations:
Matt Glover
Gateway Investor Relations
+1 (949) 574-3860
ssti@gatewayir.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SoundThinking, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
39300 Civic Center Drive, Suite 300

Requester's name and address (optional)

6 City, state, and ZIP code
Fremont, CA 94538

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 7 – 0 9 4 9 9 1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Roxanne Ferrer **Date ▶** April 10, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AMENDMENT ONE TO RESPOND SERVICES AGREEMENT

This Amendment One (this "Amendment One") to the ShotSpotter® Respond™ Services Agreement and its First Addendum dated September 23, 2022 (the "Agreement") by and between ShotSpotter, Inc. ("ShotSpotter") and the City of Jacksonville, FL ("Customer") is effective as of the last date of signature below. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Amendment One, the terms and conditions of this Amendment One shall control. ShotSpotter and Customer may also be referred to herein individually as a "Party", or collectively as the "Parties".

WHEREAS, effective April 10, 2023 ShotSpotter notified its customer base that the company name had changed to SoundThinking, Inc. ("SoundThinking"); and

WHEREAS, effective April 10, 2023 ShotSpotter further notified its customer base that the product name ShotSpotter Respond had changed to ShotSpotter®; and

WHEREAS, the Parties desire to amend the Agreement to add an implementation of CaseBuilder™|Crime Gun, SoundThinking's gun crime tracking and analysis tool.

NOW, THEREFORE, the Parties agree as follows:

1. All references in the Agreement to the company name ShotSpotter, Inc. or ShotSpotter shall mean SoundThinking, Inc. or SoundThinking.

2. All references in the Agreement to the product name ShotSpotter Respond shall mean ShotSpotter®.

3. The following sections of the Agreement are hereby modified with respect to CaseBuilder|Crime Gun:

   Section 2 DEFINITIONS:

   Add the follow new definitions:

   CaseBuilder™|Crime Gun, CaseBuilder™|Crime Gun Subscription Services, CaseBuilder™|Crime Gun Software, or CaseBuilder™|Crime Gun System means SoundThinking's gun crime tracking and analysis case management tool.

   CaseBuilder|Crime Gun Data shall mean all Customer gun crime incident and case data created, generated, modified, compiled, stored, kept, or displayed by the CaseBuilder|Crime Gun Subscription Services. Customer shall own such CaseBuilder|Crime Gun Data.

   The definition for Software shall be modified as follows:

   Software means the ShotSpotter Respond (ShotSpotter®) Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, ShotSpotter Dispatch™, and ShotSpotter® Insight applications, CaseBuilder™|Crime Gun, 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 SoundThinking to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the SoundThinking API Subscription License.

Section 3 SUBSCRIPTION SERVICES

Add the following new paragraphs:

K. CASEBUILDER|CRIME GUN.

SoundThinking will host the CaseBuilder|Crime Gun services, and provide up to 1TB of Data storage as part of the subscription fee. The CaseBuilder|Crime Gun Customer Data will be stored in a Federal Bureau of Investigation Criminal Justice Information Services (CJIS) compliant cloud storage environment. If Customer exceeds 1TB, then a recurring annual fee will be assessed for each additional 1TB, or portion thereof.

During the term of the Agreement, SoundThinking will use commercially reasonable efforts to resolve reported support issues or provide a workaround as further defined in the CaseBuilder|Crime Gun Support Matrix included provided at Exhibit D to this Agreement. Requests for support should be made to SoundThinking via email to SoundThinking's Customer Support team at: casebuilder.support@soundthinking.com.

SoundThinking will assign a Trainer to provide online instruction on system functionality and proper use. The Trainer will confer with the Customer's Program Manager and assist in developing a training plan. Initial training will be provided to Customer's key user group, as selected by the Customer's Program Manager. SoundThinking trainer will provide train-the-trainer type instruction to Customer's key user group. SoundThinking will provide copies of user manuals and training slides that may be duplicated as needed for the Customer's own internal use to enable the Customer's trainers to train additional personnel. All copyright and proprietary notices as contained on the original user manuals and training slides must appear on all such copies.

Section 5 LICENSE, OWNERSHIP AND DATA RIGHTS

At the end of paragraph A. Rights in Data, add the following new language:

CaseBuilder|Crime Gun Customer Data. Customer shall own the CaseBuilder|Crime Gun Customer Data. SoundThinking shall have the unrestricted right to access and use the CaseBuilder|Crime Gun Customer Data solely for the purpose of providing the SoundThinking CaseBuilder|Crime Gun Subscription Services to Customer.

Upon termination of the Agreement for any reason, SoundThinking will, within five (5) business days of such termination, provide Customer with a final extract of the CaseBuilder|Crime Gun Customer Data in the National Incident Exchange Model (NIEM) format.

Section 7 LIMITED WARRANTIES

Add new paragraph G:

SoundThinking warrants that CaseBuilder|Crime Gun will function in substantial conformity with the SoundThinking documentation accompanying the CaseBuilder|CrimeGun Software and Subscription Services. SoundThinking will provide support services as defined in Exhibit D CrimeBuilder|Crime Gun Support Matrix.

Section 8 CUSTOMER OBLIGATIONS:

Add the following new paragraphs:

G. Criminal background checks or fingerprinting for SoundThinking employees performing the Services under this Agreement required by Customer, or Federal or State regulations, will be conducted by Customer.

H. Customer shall be responsible for the accuracy, quality, appropriateness, and legality of the CaseBuilder|Crime Gun Customer Data, and any other Customer business information used in the Subscription Services.

I. Access to and use of CaseBuilder|Crime Gun by Customer and its Authorized Users is limited to gun crime tracking and analysis. In order to access the Subscription Services, each Authorized User will be required to have a Customer assigned unique password and user name. Customer will be responsible for managing the confidentiality and use of such passwords and user names and agrees that sharing passwords and/or user names with unauthorized users is prohibited. Each Authorized User identification may only be used to access the Subscription Services during one (1) concurrent login session.

4. The CaseBuilder|Crime Gun Support Matrix attached to this Amendment One shall be added as Exhibit D to the Agreement.

5. SoundThinking will implement CaseBuilder|Crime Gun as further defined in Proposal ID JSOGCM092222 Rev 4, dated October 26, 2023 attached hereto at Exhibit A, for an initial three (3) year term, commencing on the date of service activation.

6. Customer agrees to pay the fees for CaseBuilder|Crime Gun as set forth in Exhibit A for a three-year term.

7. As further defined in Exhibit A, SoundThinking will implement an expansion to the Customer's existing ShotSpotter Coverage Area, of one (1) square mile and will waive the One-Time Fee, and first year subscription fee for the additional 1 square mile. The location and time frame for implementation of the 1 square mile will be mutually agreed upon by SoundThinking and Customer.

8. Customer agrees to pay the annual subscription fee for the additional 1 square mile, starting twelve (12) months from the date of service activation as set forth in Exhibit A.

Each Party's acceptance hereof is expressly limited to the terms of this Amendment One and no different or additional terms contained in any confirmation, purchase order, or other business form, writing or material shall have any force or effect unless expressly agreed to in writing by the Parties.

CITY OF JACKSONVILLE, FL	**SOUNDTHINKING, INC.**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title
Date	Date

AMENDMENT ONE EXHIBIT A

SoundThinking Proposal ID JSOGCM092222 Rev 4, dated October 26, 2023
(Attached on following pages)

CaseBuilder™ | Crime Gun

Price Proposal for Subscription-Based Gun Crime Management Solution for Jacksonville Sheriff's Office, Florida

October 26, 2023

Proposal ID: JSOGCM092222 Rev 4

Submitted by: Nikki Britto – Sales Director, CaseBuilder
510.552.4367 mobile
650.887.2106 fax
nbritto@soundthinking.com

SoundThinking, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.soundthinking.com

SOUNDTHINKING

Table of Contents

Executive Summary 1
- Introduction 1
- Best Practices for Managing Shooting Cases 1
- An Innovative Approach to Gun Crime Case Management 2
- How CaseBuilder Crime Gun Works 3
  - CaseBuilder Crime Gun Aggregates all Case Content in One Place 3
  - Organize Instantly 4
  - Solve Cases Faster 4

Company History 5
- SafetySmart Platform 6

CaseBuilder Crime Gun Solution Overview 7
- Interactions 7
- Incidents 7
- Investigations 7
- Shooting Incident Case Handling 7

Onboarding Services 8
- Getting Started 8
- Implementation 8
- User Training 9
- Ongoing Support and Customer Success 9
- System Administration 9

Pricing 11
- Option A: CaseBuilder Crime Gun Pricing Details (One or Two Years) 11
- Option B: CaseBuilder Crime Gun Pricing Details (Three to Five Years) 11
- Data Storage Policy 12
- Payment Terms 12
  - One-Year and Two-Year Payment Terms 12
  - Three-Year to Five-Year Payment Terms 12
- General Pricing Assumptions 12
- CaseBuilder Pricing Assumptions 12
- CJIS Compliance and FDLE Assumptions 13
- 1.0 mi^2 ShotSpotter Expansion Coverage Area: One-Year Term 14
- ShotSpotter Pricing Assumptions 14

Executive Summary

Introduction

SoundThinking (formerly known as ShotSpotter) is pleased to present this proposal to the Jacksonville Sheriff's Office. The proposed CaseBuilder Crime Gun™ (Gun Crime Management) solution is part of SoundThinking's SafetySmart platform and designed to support the Sheriff's Office CaseBuilder Crime Gun intelligence initiatives. CaseBuilder Crime Gun tracks and reports on gun crime and the platform's analytics and reporting tools provide real-time visibility into gun-related cases and activities. In addition, the proposed solution uses incident information from ShotSpotter® and ingests National Integrated Ballistics Information Network (NIBIN) leads. CaseBuilder Crime Gun then analyzes the combined data to correlate ballistic information and alert investigators of leads and inter-related cases. As a result, the Sheriff's Office can better manage information and achieve higher clearance rates for shooting incidents.

CaseBuilder Crime Gun is offered to the Sheriff's Office as an extension of its ShotSpotter gunshot detection and location service. For agencies that have deployed ShotSpotter, CaseBuilder Crime Gun provides functionality and integration unmatched by any other case management solution.

Since the Sheriff's Office is a current ShotSpotter customer, SoundThinking is offering bundled pricing for the CaseBuilder Crime Gun Annual Subscription Fee and to waive the One-Time Service Initiation and Onboarding fee. In addition, SoundThinking offers the City one additional square mile of ShotSpotter coverage with the related fees waived for the first year of service. Please refer to the Pricing section of this proposal for details.

Our goal is not to simply deliver technology, but to become a valuable partner. To that end, the SoundThinking Customer Success Team comprises former law enforcement executives who have first-hand experience successfully deploying and using the proposed solution. Our mission is your success: our Customer Success Team will work closely with the Sheriff's Office from the earliest stages of your deployment through the life of the subscription to ensure the Intelligence Unit has full access to our best practices and training components that drive successful outcomes.

Best Practices for Managing Shooting Cases

CaseBuilder Crime Gun delivers a solution that integrates information and data from initial gunshot detection, gun case management, NIBIN lead processing, assignment, and case disposition outcomes.

The ATF has identified four key elements to successfully implement a CaseBuilder Crime Gun intelligence process. CaseBuilder Crime Gun fully supports these essential steps to provide an evidence-based approach to solving gun crimes:

- Comprehensive Collection: Organize and store everything for a gun crime case in one structured and searchable digital case folder
- Timeliness: Create cases, collaborate with partners, and assign tasks and actions
- Investigate Follow-up: Manage and track assignments to efficiently resolve shooting cases, NIBIN leads, and follow-up activities
- Feedback: Create interactive, analytical reports and dashboards to assist internal supervisory oversight and provide external stakeholder feedback

An Innovative Approach to Gun Crime Case Management

Many departments may be unaware of the advantages of a modern CaseBuilder Crime Gun intelligence solution. CaseBuilder Crime Gun optimizes case tracking and increases analytical capabilities with the following features:

- Investigative Analysis: Find relationships between people, places, and evidence with powerful search and analytical tools that help identify patterns and solve cases more quickly
- Collaboration Tools: Share and receive alerts on new leads and supplemental updates with co-workers and other agencies
- Workflow Guidance: Preconfigured checklists of action items help guide the tracking process but remain flexible so agencies can work the way they are accustomed
- Operational and Analytical Oversight: Supervisors can access additional tools to manage workload and assess case status, providing them with the data they need to visualize case activities and inform partner jurisdictions, gun crime intelligence teams, and ATF partners

We appreciate your consideration of our proposal. SoundThinking is committed to your success, and we look forward to partnering with you to make this system a key component of your efforts to investigate and prosecute crime in the City of Jacksonville.

How CaseBuilder Crime Gun Works

From shooting incident to conviction, CaseBuilder Crime Gun automates processes, helps law enforcement screen gunshot detection alerts, manages and correlates NIBIN leads, creates and manages assignments, tracks follow-up activities, and analyzes progress and caseload.

CaseBuilder Crime Gun Aggregates all Case Content in One Place

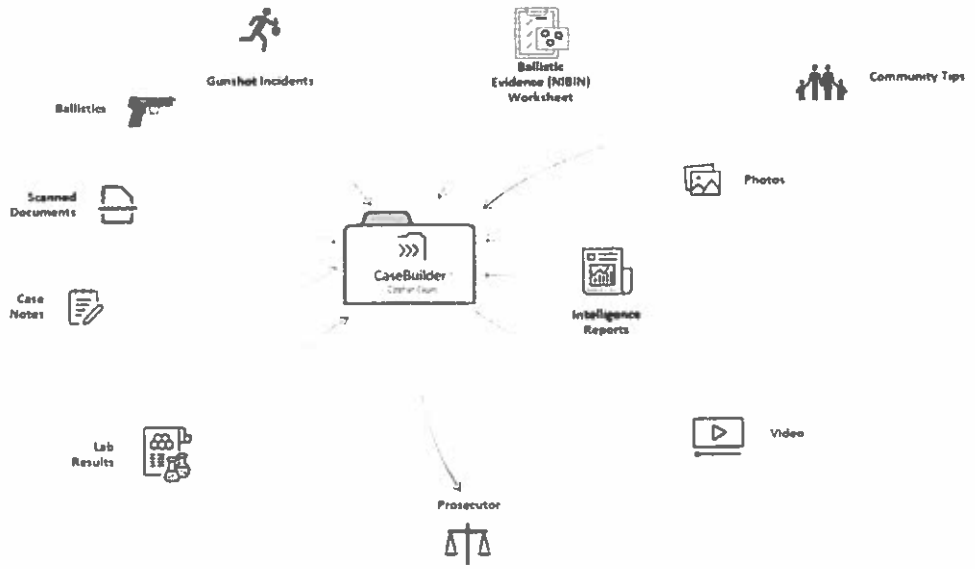

Figure 1. Centralized Location to Capture, Store, and View all Relevant Intelligence

CaseBuilder Crime Gun allows users to assemble tips and leads, incidents, and NIBIN associations into a digital folder, then easily document investigative activities, upload scene photos, record observations, archive videos and more—in one central source of truth. Users can manage every aspect of the process from assigning accountability for NIBIN lead follow-up to reporting on outcomes within CaseBuilder Crime Gun to avoid mismanaging quality information.

Figure 2. Gun Crime Management Workflow with CaseBuilder Crime Gun

Organize Instantly
CaseBuilder Crime Gun automatically turns information and investigative activities into the building blocks of a case as the system organizes complex information into chronological lists and indexes.

Figure 3. Shooting Case Summary of Activity

Solve Cases Faster
CaseBuilder Crime Gun generates immediate insights through link analysis to uncover patterns between people, places, evidence, and cases that were previously time-consuming and labor-intensive to piece together.

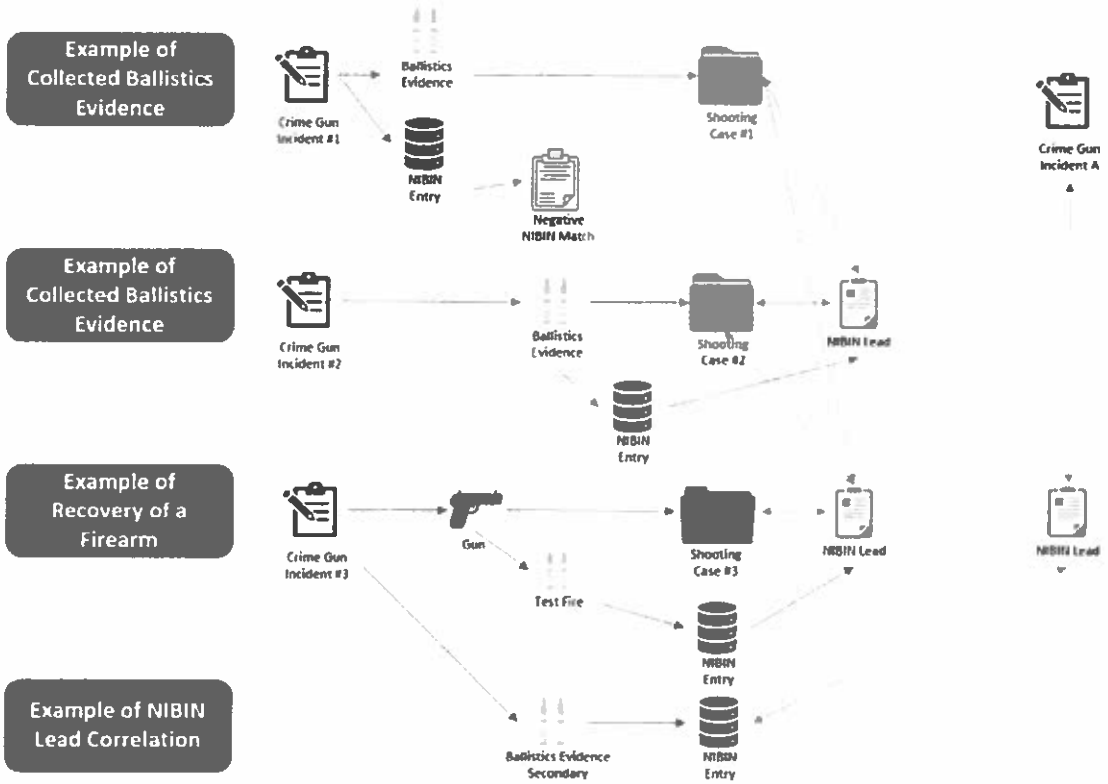

Figure 4. Link Analysis

Company History

SoundThinking is a public safety technology company that combines transformative solutions and strategic advisory services for sound decisions, to make neighborhoods safer and improve community confidence. SoundThinking was founded in 1995 (as ShotSpotter, Inc.) and has been providing gunshot detection solutions since its inception. SoundThinking is the world leader in gunshot detection, with over 1,000 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. SoundThinking is a publicly traded corporation (NASDAQ: SSTI) with approximately 200 full-time employees and is headquartered in Fremont, California.

The following table provides an overview of SoundThinking's history and growth.

1995	• SoundThinking (formerly ShotSpotter) founded by Dr. Robert Showen. With over 30 years of acoustic and geophysics experience, it was Dr. Showen's vision to help curb gunfire that led him to design the ShotSpotter gunshot detection system.
1996	• The US Patent Office granted SoundThinking its first patent
2010	• Ralph Clark joined SoundThinking as President and CEO
2011	• SoundThinking opened the Incident Review Center (IRC) allowing SoundThinking to publish or dismiss detected gunshots with a higher level of accuracy
2014	• Cape Town, South Africa became SoundThinking's first international SaaS customer
2016	• SoundThinking formed our Customer Success Team to assist all customers in maximizing the value of the ShotSpotter service
2017	• SoundThinking achieved a World Class Net Promotor Score (NPS) of 55% • SoundThinking became a publicly traded company (NASDAQ: SSTI)
2018	• SoundThinking acquired HunchLab technology and introduced a proactive patrol management solution (formerly Connect, now ResourceRouter™) • SoundThinking won the Noble Technology Award from National Organization of Black Law Enforcement Executives • SoundThinking won AST Homeland Security Award for Best Gunshot Detection System • The City of Chicago expanded ShotSpotter coverage to over 100 miles and reported a 26% decrease in shootings from the previous year • Kruger National Park in South Africa went live with ShotSpotter in the park's iconic Intensified Protection Zone (IPZ).
2019	• SoundThinking received approval from the Oakland City Council and unanimous approval for use of its gunshot detection technology from the Oakland Privacy Advisory Commission (PAC). • SoundThinking welcomed its 100th customer • SoundThinking deployed its first sensors in Malaysia in an effort to reduce blast fishing, save the coral reef, and ensure local food security
2020	• SoundThinking acquired LEEDS, LLC and assumed responsibility for case management within the New York Police Department. With this strategic acquisition, SoundThinking added case management technology to its SafetySmart platform. • Rangers from Kruger National Park reported nearly 60% reduction in the number of rhinos killed within the ShotSpotter coverage area
2021	• SoundThinking won the AST Homeland Security Award for Best Gunshot Detection System for fourth consecutive year • The US Patent Office granted SoundThinking its 40th patent • SoundThinking published its one millionth gunshot alert • SoundThinking introduced two new applications: CaseBuilder™ and CaseBuilder Crime Gun™ focused on gun crime management

2022	• SoundThinking acquired Forensic Logic, LLC and their COPLINK X solution (now CrimeTracer™), an investigative search engine and analytics tool • SoundThinking introduced our Data for Good program, designed to use ShotSpotter data to identify communities experiencing high levels of gunfire violence and assist community providers to deliver timely support and intervention • SoundThinking certified a "Great Place to Work"
2023	• SoundThinking introduced our SafetySmart Platform, a suite of products that provide law enforcement agencies with better information, to enable better decisions, and drive better outcomes

SafetySmart Platform

SafetySmart™

The SafetySmart Platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart Platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.

The SafetySmart Platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.

CaseBuilder Crime Gun Solution Overview

CaseBuilder Crime Gun helps law enforcement agencies capture, track, and collaborate on investigations from a single, shared digital case folder. The module's investigative, analytic, and reporting tools make detectives and gun crime analysts more efficient and effective.

Interactions

CaseBuilder Crime Gun improves communication with the community and helps ensure transparency with our Citizen Interaction Center, a configurable website that links to an agency's existing homepage.

- Enable submissions from citizens for tips related to shooting incidents.
- Publish wanted posters and rewards for information. The system routes responses directly to the case folder and investigators receive instant alerts.

Incidents

Supports police work from the field to investigations, and vice versa.

- Alerts investigators to screen and follow-up on gunshot detection events to which patrol officers have responded (via integration with ShotSpotter).
- Captures tips and field assignments from investigators, analysts, and other agency divisions in real time.
- Automatically routes reports for review and notifies supervisors and investigative units about new matters requiring their attention.
- Searches, analyzes, and links associated incidents.

Investigations

Helps investigators and analysts find patterns, assess solvability, and track follow-up activities; tracks case progress for any type of case; and provides command staff with complete oversight through real time dashboards and reports.

- Associate shooting case folders and correlate NIBIN leads to related shooting cases to streamline information sharing.
- Assign tasks in a case to team members for follow-up.
- Invite co-workers to collaborate on cases and grant access privileges to others as needed.
- Share forensics, photos, videos, and reports with other work units, departments, and the DA's office.
- Record investigative steps within customized worksheets tailored for each case type
- Automatically route casework through review and approval process.

Shooting Incident Case Handling

Capture and manage details, evidence, and investigative activities involving shooting incidents.

- Screen and triage ShotSpotter alert occurrences.
- Create and manage a collaborative case folder for gun-related violent crime.
- Manage and process associated NIBIN leads.
- Aggregate and correlate information associated with multiple cases.
- Deliver feedback and outcomes to internal and external partner agencies via secure case dissemination.

Onboarding Services

SoundThinking will provide the required onboarding services to prepare the Department to maximize the value of CaseBuilder. The typical onboarding steps outlined below may be refined, as needed, to best serve each department. SoundThinking onboarding services are designed to:

- Ensure successful implementation of the CaseBuilder solution
- Ensure the Department achieves maximum benefit by leveraging all the applicable modules, features, and functions of the platform
- Assist the Department in adopting Best Practices, as needed, to use the system most effectively

Getting Started

SoundThinking will assign an Implementation Manager to help guide the Department through the onboarding process and ensure the delivery of consistent, quality service and training based around the Department's needs. The Implementation Manager will remain engaged with the Department throughout the onboarding period and will transition to our Support Organization and Customer Success Teams to ensure the Department's long-term success.

Implementation

SoundThinking provides a relatively expedited implementation process without the need for lengthy software design since CaseBuilder is already a fully functional system ready for deployment. However, to ensure a seamless experience, SoundThinking will work closely with the Department to manage the implementation process.

Following contract execution, the SoundThinking team will work with the Department's project team to plan for the software deployment. The process begins with a Customer Kick-Off Meeting designed to bring all the stakeholders together to finalize an onboarding plan. The teams will review the program objectives, lay out the key implementation steps, review IT security issues, agree on a project timeline (including targeted Go Live date), and establish a protocol for ongoing communication throughout the onboarding process.

As the implementation proceeds, the Implementation Manager will schedule regular status calls with the Department's Program Manager and other project leaders to maintain constant communication throughout the expedited process.

Typical Implementation Project Milestones

Wave 0: Planning	Wave 1: Initialization	Wave 2: Configuration	Wave 3: Production
Activities	**Activities**	**Activities**	**Activities**
• Conduct initial kickoff meeting and a follow-up meeting • Address IT security compliance issues • Finalize the Implementation Plan and timeline	• Integrate with agency's SSO, if applicable • Initialize system • Conduct Status Calls	• Implement agency configurations and prepare system for activation • Add initial user and system admin accounts • Activate training environment • Conduct Status Calls	• Deliver training • Activate the production environment for live data entry • Assist with roll-out to various units • Conduct Status Calls

User Training

In preparation for system roll-out, SoundThinking will assign a Trainer to provide online instruction on system functionality and proper use. The Trainer will confer with the Department's Program Manager and assist in developing a training plan.

The Program Manager will be asked to select personnel to serve as a Key User Group. The Key User Group will receive initial training and provide feedback to the Implementation team. This group should comprise personnel representative of the diversified roles and responsibilities within the units designated to use the system. SoundThinking will train-the-trainer(s) and deliver user manuals and training slides for the Department to duplicate as needed to train additional personnel in the future.

New System Roll-Out

As the CaseBuilder platform is rolled out for the various investigative units, the Implementation team will remain in close communication with the Department to ensure the transition is smooth and established best practices are implemented as planned.

For larger implementations that involve different divisions within an agency, the Implementation team will plan for an incremental deployment of the new production system that allows users (and the agency) to incrementally adapt to the new system. This can be accomplished by identifying the different investigative disciplines that will use the platform (e.g., criminal investigators, Intelligence teams, Internal Affairs, etc.) and then scheduling each unit (according to discipline) for successive roll-out dates.

Ongoing Support and Customer Success

Post Go-Live, the Implementation Team will introduce the SoundThinking Support organization and plan a smooth transition to Technical Support. The Implementation team will continue to provide onboarding support and monitor the results being achieved by each group of users involved in onboarding during this transition period. The Support Organization will begin managing technical support matters for the long term.

SoundThinking will also assign a Customer Success Director (CSD) to the account who will maintain ongoing contact with the Department. Our Customer Success Team consists of highly experienced subject matter experts who possess many years of law enforcement experience. The assigned CSD will work closely with the Department to ensure CaseBuilder continues to meet the long term needs of the Department throughout the relationship. The CSD will remain available to address ongoing needs including additional training or feature enhancement requests, and will provide ongoing system expertise and guidance.

System Administration

The Department will designate a System Administrator(s) who will manage ongoing agency-level configurations, user accounts, and permissions post go-live. SoundThinking will provide the System Administrator with training and long-term support.

The System Administrator will manage routine user support requests such as managing users, password resets, and user permissions. The Customer Success Director and Technical Support Team will be available to support the System Administrators whenever needed.

The System Administrator's duties include:

- Maintaining agency contact information and logos or trademark uploads
- Maintaining citizen website configurations, including text-based edits and citizen submission form configurations
- Organizational chart and unit-level hierarchy configurations
- Managing end user accounts
- Maintaining agency-level support mechanisms and communication support requests to the Technical Support team

Pricing

CaseBuilder Crime Gun is offered on a tiered, annual subscription model with a one-time Service Initiation and Onboarding fee and Annual Subscription fees based on the size of the agency. Since the Sheriff's Office is a current ShotSpotter customer, SoundThinking is offering bundled pricing for the CaseBuilder Crime Gun Annual Subscription Fee (contingent upon the Sheriff's Office continued use of ShotSpotter). SoundThinking is also offering to waive the CaseBuilder Crime Gun One-Time Service Initiation and Onboarding fee if the Sheriff's Office commits to a subscription term of three or more years.

Option A: CaseBuilder Crime Gun Pricing Details (One or Two Years)

	Year 1	Year 2	Total
CaseBuilder Crime Gun One-Time Fees (Configuration, Service Initiation, and Onboarding)	$25,000	N/A	$25,000
Standard CaseBuilder Crime Gun Annual Subscription Fees	$74,000	$74,000	$148,000
Bundled Pricing: 20% Reduction of CaseBuilder Crime Gun Annual Subscription Fees*	($14,800)	($14,800)	($29,600)
Bundled CaseBuilder Crime Gun Annual Subscription Fees*	$59,200	$59,200	$118,400
Annual Totals	**$84,200**	**$59,200**	**$143,400**

Option B: CaseBuilder Crime Gun Pricing Details (Three to Five Years)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
CaseBuilder Crime Gun One-Time Fees (Configuration, Service Initiation, and Onboarding)	$25,000	N/A	N/A	N/A	N/A	$25,000
Standard CaseBuilder Crime Gun Annual Subscription Fees	$74,000	$74,000	$74,000	$74,000	$74,000	$370,000
Bundled Pricing: 20% Reduction of CaseBuilder Crime Gun Annual Subscription Fees*	($14,800)	($14,800)	($14,800)	($14,800)	($14,800)	($74,000)
Bundled CaseBuilder Crime Gun Annual Subscription Fees*	$59,200	$59,200	$59,200	$59,200	$59,200	$296,000
Multi-Year Term Commitment Waiver**	($25,000)	N/A	N/A	N/A	N/A	($25,000)
Annual Totals	**$59,200**	**$59,200**	**$59,200**	**$59,200**	**$59,200**	**$296,000**

*Bundled CaseBuilder Crime Gun Annual Subscription Fees based on the Sheriff's Office continued use of ShotSpotter. Please refer to the Pricing Assumptions for details.

**One-Time Fees waived based on a minimum three-year term commitment. Please refer to the Pricing Assumptions for details.

Data Storage Policy

CaseBuilder Crime Gun is designed to store attachments smaller than 1GB, including documents, images, audio, and video files. For larger files, CaseBuilder Crime Gun allows agencies to link to external digital evidence management systems. The standard Services Agreement includes 1TB of storage. If the agency exceeds 1TB of data storage, the following additional data storage fees will apply:

	Additional Data Storage Fees
Initial 1TB	Included in CaseBuilder Crime Gun Annual Subscription Fees
Additional 1TB Storage	$600/year/1TB

Payment Terms

Payment for the service initiation, onboarding, and three-year subscription term shall be as follows:

One-Year and Two-Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement ($42,100)
- 50% of Year 1 fees due upon CaseBuilder Crime Gun activation (live) status ($42,100)
- 100% of Year 2 fees due prior to first anniversary of CaseBuilder Crime Gun live status ($59,200)

Three-Year to Five-Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement ($29,600)
- 50% of Year 1 fees due upon CaseBuilder Crime Gun activation (live) status ($29,600)
- 100% of Year 2 fees due prior to first anniversary of CaseBuilder Crime Gun live status ($59,200)
- 100% of Year 3 fees due prior to second anniversary of CaseBuilder Crime Gun live status ($59,200)
- 100% of Year 4 fees due prior to third anniversary of CaseBuilder Crime Gun live status ($59,200)
- 100% of Year 5 fees due prior to fourth anniversary of CaseBuilder Crime Gun live status ($59,200)

General Pricing Assumptions

This pricing is submitted based on the following assumptions:

- Services will be delivered under an amendment to the terms of the existing ShotSpotter (formerly Flex) Services Agreement dated September 22, 2022, as subsequently amended. This Proposal will be attached as Exhibit A to Amendment Two.
- This pricing does not include any state or local taxes; if taxes are applicable, we can provide an amended price quotation upon request.
- This pricing remains valid until December 31, 2023.

CaseBuilder Pricing Assumptions

- CaseBuilder Crime Gun is offered to the Sheriff's Office as an extension of SoundThinking's ShotSpotter's gunshot detection and location service. Integration of CaseBuilder Crime Gun with ShotSpotter is included at no additional charge.
- CaseBuilder Crime Gun is priced based upon an enterprise license model. CaseBuilder Crime Gun licenses are unlimited for CaseBuilder Crime Gun intelligence users within the Sheriff's Office.

- CaseBuilder Crime Gun is licensed for CaseBuilder Crime Gun intelligence initiatives only. Should the Sheriff's Office wish to expand the use of CaseBuilder Crime Gun for other case types, the Sheriff's Office can upgrade to a full version of CaseBuilder with an additional Service Initiation fee and Annual Subscription fee.
- The Bundled Product Annual Subscription Fees are contingent upon the Sheriff's Office continued use of ShotSpotter and are offered for the term of the contract, provided that the Sheriff's Office maintains paid subscriptions for both CaseBuilder Crime Gun and ShotSpotter. In addition, the CaseBuilder Crime Gun Bundled Product Annual Subscription Fee will extend to renewals, with the discount being applied to then-current pricing for CaseBuilder Crime Gun.
- The Multi-Year Term Commitment Waiver will be applied to the one-time CaseBuilder Crime Gun Service Initiation fees and is contingent upon SoundThinking 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.
- This pricing does not include the costs for SoundThinking data conversion or additional integration services, costs required from third-party vendors to support any conversion efforts, nor any costs required from third-party vendors to implement and support interfaces.

CJIS Compliance and FDLE Assumptions

- The CaseBuilder Crime Gun Proposal for Jacksonville FL (Proposal ID: JSOGCM092222 Rev 4) is contingent upon the successful completion of the Florida Department of Law Enforcement (FDLE) CJIS Security Policy compliance submitted in collaboration with the Jacksonville Sheriff's Office Local Agency Security Officer (LASO) and the approval of the submitted document by the FDLE. Prior to FDLE approval, no actual live CJIS data will be captured; however, parallel implementation work can commence in a testing UAT environment.
- SoundThinking will only store the Sheriff's Office data in data centers that are within the physical boundaries of the United States, U.S. territories, Indian Tribes, or Canada (per CSP 5.10.1.5)
- Any metadata derived from unencrypted CJI will be protected in the same manner as CJI (per CSP 5.10.1.5)
- SoundThinking will allow the CSA (FDLE) and FBI to conduct compliance and security audits (per CSP 5.11.1 and CSP 5.11.2)

Recognizing that the City of Jacksonville has expressed interest in expanding its current ShotSpotter coverage area and the CaseBuilder Crime Gun solution, SoundThinking offers to waive the fees for one additional square mile of ShotSpotter coverage for the Sheriff's Office for a period of one year from the ShotSpotter service activation date. The location of the additional square mile will be mutually agreed to between SoundThinking and the Sheriff's Office, and the corresponding terms will be reflected in an Amendment to the Sheriff's Office's existing ShotSpotter Services Agreement.

1.0 mi^2 ShotSpotter Expansion Coverage Area: One-Year Term

Contract Term	One-Time Fee (Service Initiation & Onboarding)	Annual Subscription Fee***	Total
1.0 mi^2 ShotSpotter Expansion	($10,000)	($70,000)	($80,000)
		Year One Total	$0

***Please refer to the ShotSpotter Pricing Assumptions for details.

ShotSpotter Pricing Assumptions

- SoundThinking's offer for the additional ShotSpotter mile is contingent upon SoundThinking receiving an executed Amendment for a minimum three-year CaseBuilder Crime Gun services term by December 31, 2023.
- This pricing assumes the Sheriff's Office will begin paying the annual subscription fee of $70,000 for the new ShotSpotter mile starting one year after service activation of the new ShotSpotter mile, should the Sheriff's Office wish to continue this additional ShotSpotter coverage.

EXHIBIT D TO SHOTSPOTTER (FORMERLY SHOTSPOTTER RESPOND) SERVICES AGREEMENT

CASEBUILDER™|CRIME GUN SUPPORT MATRIX

SoundThinking's Normal Customer Support Business Hours are 7:00 a.m. - 4:00 p.m. Central Time, M-F. CaseBuilder™|Crime Gun is powered by CaseBuil

Priority 1 and Priority 2 Issues must be reported via telephone: **833.267.5465, option 2**
All other support issues must be reported to: casebuilder.support@soundthinking.com

Based on the impact to the Customer's normal business operations, SoundThinking and Customer may agree to raise the Priority Level of a reported issue.
Tier 1 Support: Administrative user issues that can be addressed by the Customer's System Administrator.
Tier 2 Support: Issues that cannot be addressed by the Customer's System Administrator and require escalation to SoundThinking Customer Support.
Tier 3 Support: Issues are escalated by SoundThinking Customer Support to Engineering.

Priority Level	Definition	Response Time	Resolution Process and Timeframe
P1	CaseBuilder|Crime Gun is down, or inoperable and is imposing major operational risk to the Customer. These issues include: 1) CaseBuilder|Crime Gun Production System is Down/unusable; 2) A catastrophic workflow failure in CaseBuilder/ Crime Gun affecting the majority of users; for Example Forms cannot be approved.	During SoundThinking's Normal Customer Support Business Hours, reported issues will be responded to by the next available Customer Support Representative, or SoundThinking will respond with a call back within 30 minutes of receipt of an email identifying a P1 Issue. After normal business hours, SoundThinking will provide a call back no later than 60 minutes after the email has been received.	P1 Issues are supported 24x7. SoundThinking will work continuously to resolve or provide a workaround to enable Customer to resume operation of CaseBuilder|Crime Gun. SoundThinking will use commercially reasonable efforts to provide a resolution or workaround within 4 hours of receipt of the email. If a workaround is provided, a resolution will be provided in a subsequent release.

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Priority Level	Definition	Response Time	Resolution Process and Timeframe
P2	CaseBuilder|Crime Gun is operational; however, there are major issues that do not allow leads to be entered or reports to be generated. These issues may include: 1) Integration/interface between the CaseBuilder|Crime Gun application and third-party application is not functional; 2) Catastrophic performance degradation that impacts the majority of the users of the CaseBuilder|Gun Crime system.	During SoundThinking's Normal Customer Support Business Hours, reported issues will be responded to by the next available Customer Support Representative, or SoundThinking will respond with a call back within 60 minutes of receipt of an email identifying a P2 Issue. After normal business hours, SoundThinking will provide a call back no later than 60 minutes after the email has been received.	P2 Issues are supported 24x7. SoundThinking will work continuously to resolve or provide a workaround to enable Customer to resume operation of CaseBuilder|Crime Gun. SoundThinking will use commercially reasonable efforts to provide a resolution or workaround within 8 hours of receipt of the email. If a workaround is provided, a resolution will be provided in a subsequent release.
P3	CaseBuilder|Crime Gun is operational and normal functions can be performed; however, the Customer requires assistance with system configuration changes. These issues may include: CaseBuilder|Crime Gun: 1) A defect that may have a major or medium impact on the general usability of the CaseBuilder|Crime Gun System: 2) A workflow issue in CaseBuilder|Crime Gun that is affecting the majority of functions for a single user; 3) A specific workflow issue in CaseBuilder|Crime Gun impacting a single feature that affects multiple users. Admin Portal: 1) Production down/unusable; 2) Customer Admin unable to make changes to the core instance configurations of the system such as agency administrative configurations; 3) Customer Admin unable to perform Organization configuration such as user profile maintenance and changes, organization chart setup;	During SoundThinking's Normal Customer Support Business Hours, SoundThinking will respond to emails in the order received, or the next business day.	SoundThinking will provide assistance during SoundThinking's Normal Customer Support Business Hours for P3 Issues. SoundThinking will use commercially reasonable efforts to provide a resolution or workaround within 24 hours of receipt of the email, or the next business day. If a workaround is provided, a resolution will be provided in a subsequent release.

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Priority Level	Definition	Response Time	Resolution Process and Timeframe
P4	CaseBuilder|Crime Gun is operational; however, the Customer is experiencing minor usability or workflow problems. There is no data loss, and data can be accessed. Issues may include: CaseBuilder|Gun Crime: 1) Customer is requesting a configuration change within the existing functionalities of the system (not a programming code change); Admin Portal; 1) User license maintenance 2) End user configuration permissions such as end user role-based access control; 3) Admin unable to maintain or change the Citizen Portal Website configurations; 4) Customer admin unable to maintain or changed end user role-based access control; 5) Primary Admin unable to create or grant access to secondary administrator(s) Knowledgebase: Issue with specific content in the knowledgebase; Government mandated changes: These changes will be addressed in a subsequent release.	During normal business hours, SoundThinking will respond to emails in the order received, or the next business day.	SoundThinking will provide assistance during SoundThinking's Normal Customer Support Business Hours for P4 Issues. SoundThinking will use commercially reasonable efforts to provide a resolution or workaround within 5 days of receipt of the email. If a workaround is available, a resolution will be provided in a subsequent release. Updates required for Government Mandated Changes imposed by State and Federal Agencies to support compliance will be addressed in a subsequent release.
P5	CaseBuilder|Crime Gun is operational; however, there may be cosmetic issues, or a single user is experiencing a minor defect that does not have a major or medium impact on the general usability of the system. Other issues may include: a) New feature request related to CaseBuilder|Crime Gun or Admin Portal; b) CaseBuilder|Crime Gun: A defect that does not have a major or medium impact on the general usability of the system.	During SoundThinking's Normal Customer Support Business Hours, SoundThinking will respond to emails in the order received, or the next business day.	SoundThinking will provide assistance during SoundThinking's Normal Customer Support Business Hours for P5 Issues. SoundThinking will use commercially reasonable efforts to provide a resolution in a subsequent release.

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FIRST ADDENDUM
TO
SHOTSPOTTER® RESPOND™ SERVICES AGREEMENT
FOR
SHOTSPOTTER® RESPOND™
GUNSHOT DETECTION, LOCATION AND FORENSIC ANALYSIS SERVICE

THIS FIRST ADDENDUM to the ShotSpotter® Respond™ Services Agreement for the Gunshot Detection, Location and Forensic Analysis Service is made and entered into effective this 23rd day of Sept, 2022, by and between **SHOTSPOTTER, INC.**, a Delaware corporation whose address is 39300 Civic Center Drive, Suite 300, Fremont, California 94538 ("ShotSpotter"), and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida, for and on behalf of the Jacksonville Sheriff's Office (hereinafter the "City" or the "Customer"), whose business address is 117 West Duval Street, Suite 400, Jacksonville, Florida, 32202.

RECITALS:

WHEREAS, contemporaneously herewith, the parties are making and entering into the ShotSpotter® Respond™ Services Agreement (the "Agreement") for the Gunshot Detection, Location and Forensic Analysis Service (the "Service"); and

WHEREAS, City's authority to make and enter into said Agreement comes from its Procurement Code; and

WHEREAS, City represents that by legislative fiat, there are certain contractual provisions that must be contained in any procurement contract of City; and

WHEREAS, this Addendum should be executed by the parties to ensure that all lawful provisions are added to said Agreement; now therefore

IN CONSIDERATION of the mutual covenants hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. This Addendum shall be attached to said Agreement, shall be a part of said Agreement, and shall be binding upon the parties.

3. As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under the Agreement for the five-year period of service shall be a fixed monetary amount not to exceed ONE MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($1,837,500.00).

4. Section 4 of said Agreement ("Initial Term and Renewal") is deleted and replaced with the following:

"4. **INITIAL TERM AND RENEWAL**

The term of the Subscription Services shall be a term of sixty (60) months commencing on July 28, 2022, and ending on July 27, 2027. The subscription rate for the 5.25 square mile coverage area for the duration of the five-year term shall be frozen in accord with Quote JVSO041322B."

5. The latter part of the first sentence in Subsection C of Section 5 of the Agreement beginning with "or failure to renew the Subscription Services prior to expiration of the then current subscription term" is deleted.

6. Section 10 Indemnification and Limitation of Liability is modified as follows:

The first paragraph of Section 10 shall be deleted and replaced with Attachment A Indemnification attached hereto.

To the end of the paragraph of at Section 10 beginning with "In no event shall either Party…" is added the following as the last sentence of that paragraph:

"This limitation of liability is in no way to be construed as a waiver or limitation of liability by City of its sovereign immunity accorded by the Florida Constitution as codified by § 768.28, Florida Statutes."

7. Section 12 of said Agreement ("**TAXES**") is omitted in its entirety and replaced by the following:

"12. **TAXES**

City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. ShotSpotter shall not include any federal, state, or local taxes in any invoices submitted to City."

8. Section 15 of said Agreement ("**ENTIRE AGREEMENT**") is deleted and replaced with the following:

"15. **ENTIRE AGREEMENT**

The Agreement expresses and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term, or provision of the Agreement is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms, and provisions of the Agreement and will not affect the validity, interpretation, or effect of the remainder of the Agreement. The Agreement may not be modified, altered, or amended except by a written instrument signed by both parties. In the event of any conflict between this Agreement and its First Addendum, the terms and conditions of the Addendum shall control."

9. Section 16 of said Agreement ("**GOVERNING LAW**") is deleted and replaced with the following:

"16. GOVERNING LAW AND VENUE

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. In the event of any dispute between the parties under said Agreement, the parties shall be entitled to pursue any and all remedies, both legal and equitable."

10. ShotSpotter and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the performance of the Service and shall make such materials available at all reasonable times for inspection and/or audit by City during the period of this Agreement and for three (3) years from the date of final payment under this Agreement. All such documents relating to the services performed or money expended under this Agreement shall be open to City's inspection and audit during ShotSpotter's regular business hours at ShotSpotter's corporate headquarters.

11. ShotSpotter shall procure and maintain, at its sole cost and expense during the term of the Agreement, insurance of the types and in the amounts set forth in Exhibit B, attached hereto and incorporated herein by this reference.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to said Agreement contemporaneously with said Agreement.

WITNESSES:

By: _____
Print Name: Don Lashley

By: _____
Print Name: Karen Isotalo

SHOTSPOTTER, INC:

By: _____
Print Name: Roxanne Lerner
Contracts Manager

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
Contract #10303 Amd.1A

Form Approved:

_____
Office of General Counsel

GC-#1509917-v2-ShotSpotter Respond_Services_Addendum.docx

SINGLE SOURCE AWARD **BID # SS-12694-22**

Subject: Gunshot Detection, Location, Alert and Analysis Solution

Department: Sheriff's Office

Description of Purchase: Recommend approval of single source award to ShotSpotter, Inc. for Gunshot Detection, Location, Alerts and Analysis Solution for the Jacksonville Sheriff's Office. Period of service is for five (5) years from July 28, 2022 through July 27, 2027. Total annual expenditure not to exceed $367,500.00. Total not-to-exceed expenditure for the five (5) year period is $1,837,500.00.

Funding Source: 00111.522101.546030.000000.0000000.00000.0000000 – To be encumbered by formal contract through the Office of General Counsel and processed by Purchase Order Release(s)

Single Source Award To: ShotSpotter, Inc.

Price Justification: See attachment

Total Award: $1,837,500.00 **Requisition #:** IHIN-500329-22

Attachments: Agency Memo, Single Source Form, Vendor Letter and Quote/Service Agreement

Certification as to Single Source: Mike Bruno, Director of Department of Investigations & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

for Analyst: Olive Wallace-Cohen

Gregory Rease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eubanks
CHAIRMAN

6/30/2022
DATE

ACTION OF AWARDING AUTHORITY DATE: 6/30/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

FORM GB-113, Revised 12/2007