Privacy Policy

March 31, 2015

Leveraging Technology to produce Societal Benefits

As technology continues to advance, balancing its benefits against some of its inherent risks to privacy continues to be an issue which confronts us all. What's true for technology in general is also the case in the realm of public safety. Technological advances have provided significant benefits to those tasked with keeping us safe while at the same time raising appropriate dialogue about how we can leverage those benefits while minimizing unwarranted intrusions on personal privacy.

Several police tools and technologies capture information that is already in public view: license plate readers, video cameras at stoplights and ATMs, combined video/audio surveillance cameras, facial recognition algorithms, etc. Unlike general audio and video surveillance devices, such as the tens of thousands of video cameras deployed in our nation's cities which monitor general activities, gunshot detection technology is designed to trigger on loud explosive or impulsive sounds that may likely be gunfire and occur only rarely—and that the public already "hears". Although courts have held that individuals speaking in a manner which can be overheard on public streets do not have the expectation of privacy which would trigger federal wiretapping laws, SST wants to provide stronger protection of individual rights to privacy than is strictly provided for by law. As a result, we developed, and recently strengthened, this privacy policy in order to exceed federal law requirements and to protect individual privacy.

Sensors

Please note: this section refers to the SST ShotSpotter outdoor gunfire detection technology. Indoor sensors are entirely different and provide additional privacy protections and trade-offs. ShotSpotter sensors are specifically designed to be triggered by loud explosive or "impulsive" sounds only. The entire system is intentionally designed not to permit "live listening" of any sort. Human voices do not trigger ShotSpotter sensors. There are many other loud noises that do not trigger ShotSpotter: car doors slamming, people yelling "bang bang!", loud music, airplane engines, leaf blowers, cheering, highway noise, car engines revving, drag races or tires squealing. ShotSpotter sensors do not use high gain, directional or other specialized microphones.
The discharge of a firearm creates an extremely loud sound (exceeding 150 dB SPL) sound that is detectable up to a mile away. In addition, sensors are intentionally deployed in elevated locations (typically 50-100 feet above street level on building rooftops, sometimes 20-40 feet above ground on a street pole) for three reasons:

1) To maximize their ability to “listen to the horizon” and thereby reduce the number of sensors required;

2) To minimize the background noise from cars and other street noises, thus also reducing the number of sensors required; and

3) To minimize the chance that a human voice will be intelligible, however briefly, in order to protect privacy.

Incident Creation

When a loud explosive noise triggers a sensor, it instantly sends summary data about the acoustic event (e.g., time stamp, sensor location, amplitude and envelope characteristics, etc. but explicitly not the audio of the sound itself) to a centralized processor at our SST-operated data center. There, if no other sensors trigger (i.e., if only one sensor hears the particular impulse), nothing else happens and no incident is created. If multiple sensors (usually 3 or more) report impulsive noises within a narrow time window which are sufficiently loud and mathematically consistent with their having originated at a single location, software algorithms attempt to calculate that origin location. If an accurate location can be determined, the associated sensors’ data are aggregated (again, without the audio) and an incident is “created” in a centralized database. A second filter then applies artificial intelligence and statistical techniques to attempt to identify what type of sound originated at this location based on the measurements of the sound. In most cases, the parameters of the sound permit the incident to be filtered out, because it is, e.g., a pile driver or a jackhammer. In a percentage of cases, the characteristics of the sound are consistent with an explosion (gunfire, firework mortar, firecracker, backfire, etc.). In those cases, and only in those cases, the sensors are permitted to push a small snippet of audio to our data center. Otherwise, the audio will be flushed from the sensor’s buffer and lost permanently. This is an intentional design: an active step must be taken only in the context of an explosive triggering acoustic event, or the audio is erased and overwritten.

In those cases in which an explosive triggering acoustic event is detected and located, the brief audio snippets are sent to SST’s Real Time Incident Review Center (IRC) for analysis and alert qualification by highly trained experts in gunshot acoustics. Within seconds, SST’s IRC sends those qualified gunfire alerts directly to a dispatch center, PSAP, patrol officers or other agencies for an effective, coordinated response.
The gunfire alerts that the ShotSpotter system delivers to our police agency clients provide a digital record of violent gun crimes in progress, including minimally brief snippets of audio recordings of those crimes. For any given illegal gunfire incident, that snippet can only contain a few seconds of audio before the first shot and after the last shot. The purpose of these short seconds of audio on either end of the gunshots is to allow a human reviewing in the incident to clearly tell when the shooting starts and stops, including judges and juries during possible future criminal proceedings.

**No Live Audio Streaming**

As mentioned above, the entire system is intentionally designed not to allow “live listening” of any sort. There is no “listen” button available to law enforcement, or to the staff of our Incident Review Center, except the buttons which replay the specific few seconds of incident audio surrounding an impulse noise determined to likely have originated from an explosive source.

**No Private Conversations**

ShotSpotter sensors do not have the ability to listen to indoor conversations. They are located in such a fashion to not have the ability to overhear normal speech or conversations on public streets. There has been three extremely rare “edge cases” (3 out of approximately 3 million incidents detected in the past 10 years), in which a human voice yelling loudly in a public street at the scene of a gunfire incident was overheard for a very brief period (a few seconds) just before or just after a gunshot incident. It would be incorrect factually that ShotSpotter sensors are constantly transmitting audio streams, or somehow have been reconfigured to listen to private conversations. In all cases, the words were yelled loudly, in a public place, at the scene of a gunfire-related crime, and within a few seconds of that event.

Nonetheless, these rare cases caused SST to revisit our privacy policy and further tighten the parameters for audio availability: the permitted audio length is strictly limited to two seconds before and four seconds after. Unless someone is yelling loudly enough to be heard in public, and also doing so within two seconds before or four seconds after a loud, explosive acoustic incident, the audio will be flushed from the sensor’s buffer and overwritten. The simple fact is that there has never been a case of a private conversation overheard or monitored by any ShotSpotter sensor anywhere at any time. Period.
Policy and Security Minutiae

If you are still with us, here are some additional details:

All servers and software used to process, store and protect data are managed and maintained by SST. Police agencies subscribe to the hosted service on an annual basis, radically streamlining the cost and complexity of using gunfire alert and analysis to enhance awareness, response and community safety. SST owns these data and does not release to anyone other than the customers under contract and according to the terms of that contract, thus further ensuring the safety and security of the data. Customers do not have administrative access to our servers, software, sensors, or any other means to circumvent SST’s security and privacy measures.

SST has taken appropriate security approaches to prevent anyone or any entity from gaining unauthorized access to our systems including our processors, networks or sensors. In addition to the fact that the system is designed not to permit live streaming audio, even if an intruder were to take control of our data center and network, they could not “make” a sensor deployed in the field stream audio. It simply isn’t possible: the sensors operate on a proprietary protocol and intentionally do not contain code which permits them to stream audio. Asymmetric key encryption is used to control access to sensors, and SST employees are required to use dual-factor authentication to gain access to most critical systems.

In the event that the ShotSpotter system fails to detect an incident, it is SST’s policy only to respond to requests for incident data or audio related to specific, verified gunfire incidents. In no event does incident audio extend beyond 2 seconds before and 4 seconds after an incident.

In addition to all of these technical and security measures taken to protect privacy and prevent misuse, SST has adopted a human resources policy to ensure that employees and contractors adhere to our privacy policies.

Summary

In the end, we believe that the privacy of our citizens and the community and social benefits of decreased gun violence are not at odds with each other. Our ultimate goal is to ensure that both are satisfied. We believe we have taken all reasonable and necessary precautions to assure a robust and strong privacy posture. We will continue to review, revise—and strengthen if necessary—these policies.
Overview
ShotSpotter’s proven track record and extensive offering have been a solid basis for ShotSpotter’s prospective customers (including the Federal grant allocation agencies) to justify ShotSpotter as a sole source vendor. By all measures ShotSpotter is the world leading gunshot detection and location vendor to law enforcement, homeland security, and military customers. ShotSpotter’s Gunshot Location System (GLS) is the only viable and Commercial-Off-The-Shelf (COTS) solution available to government agencies in their efforts to reduce gunfire and related violent crime. The same core technology is used for urban neighborhoods, critical infrastructure, seaports and distribution gateways, stadiums, airports, campuses, military bases, and military combat zones.

No other technology can meet the ShotSpotter system specifications as all key areas of the ShotSpotter solution are covered by the ShotSpotter patent portfolio.

Unique and Exclusive Features
Enterprise-Class Network-Centric System Architecture
Only ShotSpotter offers a true enterprise-class network-centric approach that has broad applicability to public safety, area protection, homeland security, and military applications. Using standard data networking technologies and protocols, the system is readily extensible to cover expanding geographic areas and provide a combination of alerts and intelligence data to end-users regardless of whether they’re located at fixed command and control facilities or in the field.

Visualization of Incident Alerts Conveyed to 9-1-1 Centers and Field-Based Personnel
No other vendor offers the richness of alert information from gunfire and explosions, nor can their offering drive alerts via wireless data communications chains to field-based support personnel. The ShotSpotter GLS includes a rich client application known as the Public Safety Console (PSC) which is available in both a desktop and mobile version. When deployed via the system’s network-centric architecture, it can easily be extended to multiple locations to provide situational awareness. This awareness allows for tactical preparation of an appropriate force response. With the mobile version of the ShotSpotter PSC, responders can receive alerts in the field. If equipped with Global Positioning System (GPS) receivers, responders can optionally see their position relative to the scene, to better estimate egress routes and contain perpetrators. Audio clips are available to dispatchers, field-based commanders as well as responders. The audio provides information while enroute to a scene stationary in a command van, moving in patrol vehicles or airborne in helicopters. Intelligence inherent in the alerts provides reasonable suspicion allowing agents to make more thorough inquiries and investigations.

Rich Situational Awareness & Forensic Data Provides a Multitude of Benefits
Only the ShotSpotter GLS offers the following forensic and intelligence data that enhance situational awareness, investigations, and prosecutions:

- Actual audio clips of the incident from multiple sources which often includes information and clues to the nature of the disturbance and possibly the type of flight from the incident (e.g., vehicle versus on foot)
- In addition to enhancing situational awareness, exportable audio clips (as standard Waveform Audio Format (WAV) files) provide prosecutors with a way to enable jurors to audibly witness and participate in the events that occurred at a crime scene
- Clear differentiation between single rounds of gunfire and multiple rounds of gunfire
- Ability to determine if the incident involved one or multiple shooters
- Ability to infer type of firearm(s) involved in gunfire incidents
- Details of a shooter’s path and rate of movement if multiple rounds are fired on-the-move (e.g., drive-by shooting)
- A continuous audit of up to 12 hours of audio data at each sensor often contains court-admissible probative forensic evidence
Only the ShotSpotter GLS offers persistent storage of incident information plus reports and analytics to support CompStat and other predictive operations. The GLS logs every detected incident and associated data in a database for secure and persistent storage. This data can be mined and analyzed to reveal patterns and trends to successfully drive tactical and strategic operations. The system’s database of secure and persistently stored forensic evidence provides valuable information to support investigative efforts and fortifying prosecution cases. Standard reports and an industry standard Structured Query Language (SQL) database feed ongoing intelligence with a comprehensive awareness of what is transpiring within specific areas. This data allows agencies to proactively and effectively apply resources where and when they are most needed, as well as justifying specific increases in assets and resources.

Precise Incident Detection Time-Stamping Enables Crime Scene Reconstruction
Only the ShotSpotter GLS captures and stores a precise time-stamp plus GPS coordinates of each detected incident and each round of a multi-round gunfire incident. The GLS records incident details with precise time via Universal Time Coordinate (UTC) within a millisecond resolution derived from the GPS network. Precise information captured and stored, specific to each round of gunfire detected, along with GPS latitude and longitude coordinates (paired with a GPS UTC timestamp), provides investigators and prosecutors with precise information. This level of detail has successfully been used in investigations and courtrooms to exonerate contumacious officer-involved shootings, corroborate testimony, refute false testimony, and prove the presence of multiple shooters in the absence of physical evidence and or eyewitnesses.

Alert Status Billboard Provides Immediate Alert Visibility in 9-1-1 Centers
Only the ShotSpotter GLS provides a highly visible status billboard which complements busy 9-1-1 and emergency operations centers. In busy communication centers, an alert status billboard, visible from across the room, provides an immediately recognizable indication that one or more incident alerts are queued for review and possible dispatch.

Open API for Interfacing with Complementary Systems and Technologies
Only the ShotSpotter GLS network-centric architecture seamlessly interoperates with public safety, homeland security, and military systems. ShotSpotter provides its own field-proven Application Programming Interface (API) for public safety deployments that can drive video surveillance systems, to capture activity at crime scenes. The same API accommodates interfacing with other systems including Computer Aided Dispatch (CAD), Records Management Systems (RMS), and data fusion engines to contribute to a common operating picture. Military applications can interface with gunshot location alerts using ShotSpotter’s own API and or Cursor on Target (COT) to FalconView, Command and Control Personal Computer (C2PC), Force Battle Command Brigade andBelow (FBCB2) to overlay position information on detailed Geographic Information System (GIS) maps. ShotSpotter is also the only vendor to interface gunfire detection information with Unmanned Aerial Vehicles (UAV).

Combination of Telco, Wired and Wireless Sensors
ShotSpotter is the only vendor that can deploy sensors capable of connecting to standard U.S. Plain Old Telephone Service (POTS) phone lines, metropolitan wireless networks, wireless cellular data networks, or any combination thereof to accommodate installation in any environment and any location. Particularly when sensors communicate via wireless cellular networks, optional re-deployment to alternate locations is possible. ShotSpotter also offers wireless mobile sensors for tactical operations and military applications. ShotSpotter mobile sensors and wireless sensors each contain an embedded GPS receiver Blue Force Tracking for vehicles equipped with either type of sensor is visible on the system’s user interface and exportable via the system’s APIs.

On-Site and Hosted System Options
ShotSpotter is the only vendor that, because of its enterprise-class network-centric architecture, offers a system fully deployed at the customer’s premises or hosted and managed by ShotSpotter for the customer at ShotSpotter’s national Support Operations Center (SOC).

Scalable Acoustic Surveillance with the Industry’s Lowest Sensor Density
Only the ShotSpotter GLS offers the following deployment options that result in the most cost-effective deployments and reduced ongoing maintenance:

- ShotSpotter GLS deployments require an average of 16 to 20 sensors per square mile, far lower than any other vendor in the market. No other vendor can match this low number of sensors, per square mile, which provides the benefit of fast, cost-effective deployments for wide-area coverage. (No vendor can achieve the same low sensor deployment density without violating key ShotSpotter-owned patents.)
- ShotSpotter customers are covering areas exceeding ten square miles with 17 square miles currently being the largest.
- No other vendor has sensor networks spanning a full square mile of coverage, whereas ShotSpotter has single contiguous sensor networks (a.k.a. coverage areas) extending several square miles.
- ShotSpotter is the only vendor to seamlessly enable alerts and monitoring of multiple non-contiguous coverage areas which also includes the ShotSpotter SEVAPS (Special Event, Very Important Person, and Anti-Poaching System).
- The ShotSpotter system does not require sensors to be in close proximity to the line of fire to detect and locate gunfire. The ShotSpotter GLS regularly detects and locates gunfire when the nearest sensor is hundreds to even thousands of feet from the origin of gunfire.
- The ShotSpotter system geo-locates detectable gunfire anywhere within the defined coverage area and is capable of doing so even if the nearest sensor is offline or blocked by natural obstructions.
- ShotSpotter sensors are deployed on building rooftops using non-penetrating roof mounts in a manner such that they are not visible from the street below.
- Persistent Storage of Incident Data Provides Comprehensive Intelligence. See ShotSpotter GLS and Line-of-Sight (LOS) systems comparison. The system is designed to provide a specific detection and geo-location guarantee of detectable gunfire throughout the entire coverage area (i.e., not simply within a specified range of individual sensors but throughout the entire area.)

Customer Experience Program
ShotSpotter is the only vendor that complements its (hardware and software) product offering with broad inter-departmental training and best practices. Designed and administered by seasoned law enforcement professionals, ShotSpotter’s product offering includes and user training that encompasses all departments within a typical agency. Specifically included training modules, both instructor-led and self-paced, are provided for communications center personnel (i.e., call-takers and dispatchers), patrol officers, investigators, commanders, crime analysts, and members of the DA’s staff. Best practices from ShotSpotter’s diverse customer base are integral to the training module provided to commanders and other agency leaders.

Support Operations Center
ShotSpotter is the only vendor that, because of its enterprise-class network-centric architecture, can offer ongoing monitoring and proactive maintenance. ShotSpotter’s Support Operations
Center (SOC) is staffed by technicians who monitor the health and status of each ShotSpotter system. The SOC staff is also responsible for providing forensic analysis assistance, customer support, troubleshooting, and problem escalation. In addition, members of the SOC and engineering staff are available for expert witness testimony when ShotSpotter GLS data is used in court trials.

Unique Vendor Qualifications

Patent Portfolio/Intellectual Property
ShotSpotter’s intellectual property and unique characteristics are protected by a broad patent portfolio which includes U.S. Patent Nos. 5,504,717; 5,703,835; 5,973,998; 6,847,567; 6,965,541; 7,139,222; 7,266,045; 7,411,865; 7,420,876; 7,474,589 and 7,532,542. These patents cover acoustics, gunshot detection and location, mobile sensors, and sensor deployment. Of particular note among ShotSpotter’s patents is spatial filtering technology that allows a minimum number of sensors, as few as 15 per square mile, to detect and correctly classify gunfire. Also unique to ShotSpotter’s intellectual patent protected property is the combination of acoustic gunshot detection/location and video cameras. Only users and integrators licensed by ShotSpotter may provide this solution of combined technology. There are multiple patents pending.

Customer-Proven and Time-Tested Deployments since 1995 - ShotSpotter has been selling, expanding, and servicing systems that remain in operation for over a decade. No other vendor has a single system which has been deployed as long, and no other vendor has the number of successful deployments that ShotSpotter has.

Large-Scale Deployments - ShotSpotter systems currently protect large portions of major metropolitan cities, including several cities where coverage areas range from one to 17 square miles. No major metropolitan area in the United States is currently using any other type of gunfire detection system.

Quantifiable Results - Forensic data from ShotSpotter systems nationwide have resulted in many successful prosecutions, arrests, apprehensions, weapon confiscations, and reductions in gunfire and related violent crime.

Broad Geographic Deployment Diversity - ShotSpotter systems have been deployed and operational for many years in areas as environmentally diverse as Phoenix, Ariz., and Rochester, N.Y., where severe and varied weather conditions are experienced.

Strong References - ShotSpotter customers are strong and vocal references for the system’s capabilities.

Department of Justice (DoJ) Approval - ShotSpotter is the only vendor independently tested and approved by the Department of Justice.

Federal Bureau of Investigation (FBI) Approval - ShotSpotter is the only gunshot detection and location system used by the FBI. Approximately 30 miles of interstate were covered in and around Columbus, Ohio in late 2003, early 2004 to assist with the detection and ultimate capture of a serial shooter. Subsequently, the FBI has cooperatively worked with ShotSpotter and local law enforcement agencies to reduce gunfire and related violent crime. ShotSpotter systems have been successfully deployed using the following wired and wireless communications mechanisms: 900 MHz Industrial, Scientific and Medical (ISM); 4.9 GHz Public Safety Band; 5 x GHz ISM; Wireless Cellular (e.g., CDMA-EVDO, GSM-GPRS, or equivalent)* Ethernet (i.e., fiber optic), Telephone Line (POTS).

*Code-Division Multiple Access (CDMA), Evolution-Data Optimized (EVDO), Global System for Mobile Communication (GSM), General Packet Radio Service (GPRS)

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<th>System Capabilities</th>
<th>ShotSpotter GLS</th>
<th>Line-of-Sight</th>
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<tr>
<td>True scalable wide-area acoustic surveillance</td>
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<td>Extensive support for multiple non-contiguous coverage areas</td>
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<td>Small, lightweight, low-power consumption sensor nodes</td>
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<td>Accoustic sensor placement independent of video cameras for optimal detection</td>
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<td>Accoustic sensor placement combined with video cameras</td>
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<td>Unobtrusive and essentially near invisible sensors immune to vandalism</td>
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<td>Sensor (node) connectivity via any of: wired (POTS), broadband Radio Frequency (RF), cellular</td>
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<td>GPS-based location of the origin of each incident</td>
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<td>Integration with GIS to geo-reference incidents</td>
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<td>Geo-referencing integrated with GIS for nearest street address look-up</td>
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<td>Single Round Gunshot Detection</td>
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<td>Multiple Round Gunshot Detection, with precise (UTC) timestamp</td>
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<td>Precise multi-round timeline for crime scene reconstruction</td>
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<td>Visualized alerts integrated with 9-1-1 Communications/Dispatch operations</td>
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<td>Alert billboard visible throughout 9-1-1 Communications/Dispatch center</td>
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<td>Visualized alerts pushed via wireless networks to MDC/MDT field units</td>
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<td>Detection and visualization of out-of-area incidents</td>
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<td>Forensic evidence stored with chain-of-custody to support prosecutions</td>
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<td>Audio clips for visual and audible review, investigations, and prosecution use</td>
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<td>All incident details persistently stored for investigations and crime analysis</td>
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<td>Extensible reports and analytics to drive intelligence-led policing</td>
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<td>Interface to CAD and RMS systems</td>
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<td>Interface to wide-area video surveillance systems</td>
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<td>Sensitivity adjustments to address high activity during July 4th, New Year’s Eve, Cinco De Mayo</td>
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<td>24x7x365 system health monitoring coupled with proactive warranty maintenance</td>
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<td>Comprehensive system and best practices training for all agency departments and District Attorney offices</td>
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<td>Expert witness testimony to support forensic data</td>
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A sampling of various funding and sole source procurements by some customers:

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<th>Funding Source</th>
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SST, Inc. (also “ShotSpotter,” “we,” “us,” or “our”) and the end-user customer (also “Customer,” “you” or “your”) agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, “Agreement”).

The following Agreement is an essential part of the “Purchase Documents” (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein (“Service”). Your access, or use of any part of the Service (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the Service. If you do not agree to be bound by these terms and conditions, do not access or use any part of the Service.

1. SERVICES. In consideration of the parties’ mutual undertakings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to ShotSpotter Alerts delivered via a password-protected internet portal (“Alert Console”) and user interface supplied by SST (together the Alert Console and interface shall be called the “Software”) (ii) providing access to historical ShotSpotter Alerts and incident information via the Software; and (iii) other services as specified in the Purchase Documents.

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

SST will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement.

Except in the circumstances where a system has been previously purchased and is being converted, SST shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement, the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

2. LICENSE. The following sets forth the terms and conditions of your non-exclusive, non-transferable and terminable license to use the Service and Data (as those terms are defined herein).

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

A. RIGHTS IN DATA. All Data created, generated, modified, compiled, stored, kept or displayed by SST through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of SST, and subject to subparagraph (ii) below, SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, and sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although SST owns the Data with respect to the Subscription Service, SST will provide reasonable notice if any Data to be released is specific forensic or law enforcement sensitive incident information – for discussion that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does SST release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent, which shall not be unreasonably withheld.

If the customer purchases the exclusivity option, then SST will not distribute to any third party any Data related to or generated by ShotSpotter Gunshot Location System in Customer’s coverage area, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law.

SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, and sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license and sublicense others to do any or all of the same.

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

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

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

C. TERMINATION. You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and SST will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that SST shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer’s nonpayment of fees as described in this section.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE. SST reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SST modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer’s request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SST is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a prorata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SST as of the date of such termination. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer’s then current term. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS. You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

3. LIMITED EXCLUSIVE WARRANTY. Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service.

The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer’s computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS. As regards to event review and alert services, subject to the Customer’s compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections 5(c), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit A, attached hereto.
B. SYSTEM CONFIGURATION AND SERVICE LEVELS.

As regards to System configuration, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit B, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit B, attached hereto.

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

The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.

4. SST SUPPORT. During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, SST will use commercially reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will use commercially reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

A. FORENSIC REPORTS. SST, at the specific request of the customer, will produce and provide a reasonable quantity of detailed incident forensic reports for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the SST Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

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

5. TERM, RENEWAL.

A. TERM AND COMMENCEMENT. The Service term shall be specified in the Purchase Document and will commence on the date that the Service is available to the Customer via the Alert Console.

B. RENEWAL. The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year. SST shall provide Customer with renewal fees, terms and conditions for the next successive renewal term upon Customer's request but no later than 90 days from the expiration date. Customer acknowledges that the Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, SST may remove the ShotSpotter Gunshot Location System and any components from the coverage area at that time. If SST does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.
C. COMMERCIAL CARRIER DATA SERVICES. The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless or cellular communications may impact the ability of SST to provide the Service. In such circumstances SST will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event SST is unable to do so, SST will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

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

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

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

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

The foregoing section states the entire liability of SST and customer’s and its suppliers’ exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.

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

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

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

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

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

SST expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by SST, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any

Services provided by SST, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

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

A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the SST Service shall constitute evidence that the Service is active and the final payment is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting SST in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to SST, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by SST allocates such obligations to SST expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. SST’s duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

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

D. Unless otherwise expressly agreed in advance in writing by SST, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than the specific end-user previously identified to SST in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.
E. Customer Must Have Internet Access. In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to SST’s hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

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

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

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

10. EXPORT CONTROL. You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the United States Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any GLS System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any “deemed export,” or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, GLS System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re-exportation or “deemed export” of the ShotSpotter Flex System, Data, Software or any GLS System Components or Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

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

11. PROTECTION OF CONFIDENTIAL INFORMATION. Unless either party (the “Receiving Party”) obtains prior written consent from the other (the “Disclosing Party”), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, “Confidential Information”).

Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of SST shall not itself be
considered Confidential Information, nor shall the name of any city in which the ShotSpotter GLS System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not " Classified" or otherwise Government-legend, information.

12. NOTICES. Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

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

14. DEFAULT: REMEDIES. Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

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

In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

16. GENERAL PROVISIONS.

A. NO AGENCY. Neither SST nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. COMPLIANCE WITH LAWS AND TAXES. You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations.
hereunder. All prices are exclusive of all tariffs, customs duties, import duties, sales tax, VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

C. EQUAL OPPORTUNITY CONTRACT CLAUSE, SST is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60-1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

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

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

F. BENEFIT AND BURDEN; ASSIGNMENT. Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part. Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written consent. SST may assign or transfer this Agreement and the Purchase Documents and/or SST's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SST's express consent.

G. GOVERNING LAW AND DISPUTE RESOLUTION. The validity, performance, and construction of this agreement shall be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then SST and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolved within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement or the validity or breach of any of the provisions thereof, or the relationship, dealings, rights, and obligations of the parties, or use of the Service, shall be settled by binding arbitration, before three arbitrators, in or as near as possible to Newark, California, United States of America, or in such other location as the parties may agree, in accordance with the Commercial Rules of the American Arbitration Association in effect on the date of this agreement. Such arbitration shall be conducted before...
three arbitrators. The parties acknowledge and agree that this agreement involves a commercial transaction in commerce and that arbitration and award hereunder shall be governed by the federal Arbitration Act. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

All parties hereby irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this agreement or any other agreement between the parties hereto.
EXHIBIT A - Reviewed Alert Service Levels

The ShotSpotter Flex System detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center. Within 15 seconds of receiving the incident audio download, SST review personnel will begin analysis of the incident, which will include observing sensor audio wave files and listening to sensor audio. The outcome of this review is intended to confirm or change the System’s classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s Alert Console, based on the following criteria:

<table>
<thead>
<tr>
<th>Incident Type</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>High confidence incident is gunfire</td>
<td>Reviewed Gunfire Alert sent to Customer Alert Console</td>
</tr>
<tr>
<td>Uncertain if incident is gunfire or not</td>
<td>Reviewed Possible Gunfire Alert sent to Customer Alert Console</td>
</tr>
<tr>
<td>Low confidence incident is gunfire</td>
<td><strong>No alert will be sent:</strong> incident available for customer review in the incident history available through the Customer Alert Console</td>
</tr>
</tbody>
</table>

Reviewed Alerts are sent to the Customer Alert Console. Information in a Reviewed Alert will include the location of the incident, the reviewer’s qualitative assessment of the confidence level that the incident is or may be gunfire, along with other pertinent information and data.

Specifically, information provided in a Reviewed Alert may include any or all of the following:

- “Dot on the map” and closest parcel address denoting the location of the incident
- Qualitative Confidence that the incident is gunfire: High or Uncertain
- Qualitative Severity: Single shot, multiple shots, drive by shooting, full automatic
- Comments (if any)

The majority of incidents will be processed within 45 seconds of the System notifying the SST Incident Review Center of an incident and 90% of the incidents will be processed in less than 60 seconds. In the unlikely event that the review center loses connection to the hosting facility or the review center is unable to process the incident within approximately 60 seconds for some reason, the system will automatically route unreviewed incidents directly to the customer based on the systems classification of the incident. In the event the reviewed incident data reveals information that will aid in responder situational awareness, SST may (but is not obligated to) include this information as Comments in the Reviewed Alert.

During major holidays such as in the case of New Years Eve, Independence Day, and Cinco de Mayo, most communities experience a large increase in firework activity. During these periods, usually at least 48 hours in advance of the holiday, during the holiday and 48 hours following the holiday, SST will put the system into firework suppression mode so that the reviewers can focus their response to incidents classified as gunfire. SST will inform the customer prior to the system being placed in fireworks suppression mode and when fireworks suppression mode is disabled. The actual timing of fireworks suppression mode being active is determined by the review center based on the level of fireworks being discharged. While in fireworks suppression mode, fireworks incident alerts are not sent to the reviewer nor the customer alert console, however all firework incidents continue to be stored in the data base should any of this information be needed at a later time.
The purpose of the Reviewed Alert Service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above, in situations where the analyst’s qualitative confidence that an incident is or may be gunfire meets the criteria set forth above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SST does not undertake any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SST.

The Incidents & Reports Portal provides the Customer with full and immediate access to all incident history including the same information SST uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This enables the Customer to perform its own incident reviews and run various reports. This data access is available as long as the Customer is under active subscription.
EXHIBIT B - System Configuration and Service Levels

SST will deploy or have deployed a ShotSpotter Flex system over the agreed upon coverage area. The system will be designed to detect at least 80% of the unsuppressed outdoor gunfire, with a location accuracy to the shooter’s location within 25 meters, after sensor calibration. These performance levels are predicated on the deployment of sensors at all such sites, the foregoing performance levels may be compromised.

The sensors send incident information to a server in a SST hosting facility via third party cellular, wireless or wired networks. SST is not responsible for outages on the third party networks. SST will be responsible for installation and maintenance of the sensors and cost of the sensor communications to the hosted location server. The hosted server infrastructure (exclusive of communications networks) shall be maintained at 99.9% application availability exclusive of scheduled maintenance that SST will make reasonable efforts to coordinate with the customer.

The connection between the reviewer’s console and the Customer’s Alert Console is secured using a secure message protocol over http connection, where individual messages are encrypted using the same Public Key Infrastructure (“PKI”) as a secure VPN connection.

Providing local access to the internet for the Alert Console is the responsibility of the Customer, as is providing a work station with access to the internet. The Customer may choose to set up multiple sessions of Alert Consoles as a form of redundancy.
From: Mc Manus, Terrence
Sent: Wednesday, March 09, 2016 11:42 AM
To: Hara, Jerry; Freedman, Richard
Cc: Guaderrama, Albert
Subject: FW: ShotSpotter Privacy Information

Terry McManus
Assistant Chief
City of San Diego
San Diego Police Department

T (619) 531-2720
C (619) 980-4281
tmcmanus@pd.sandiego.gov

The City of SAN DIEGO

~ A world-class city for all ~
"Working in partnership with all of our communities to achieve safe and livable neighborhoods."

CONFIDENTIAL COMMUNICATION
This electronic mail message and any attachments are intended for the use of the addressee(s) named above and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message, or by telephone. Thank you.

From: Lydia Barrett [mailto:lbarrett@shotspotter.com]
Sent: Thursday, February 25, 2016 5:53 PM
To: Mc Manus, Terrence
Subject: ShotSpotter Privacy Information

Hello Chief. I'm sending information on our privacy policy in case you find you need it for any reasons. All of our customer cities are good with our privacy policy, and there haven't been any issues. Below and attached is information on our Privacy Policy, along with a link to a briefing that the ACLU did last May. Please let me know any questions you have.
Technology plays an increasingly important role in the daily work of law enforcement agencies and professionals, equipping them with patrol, investigative and analysis tools that make them safer, better informed, and more effective and efficient. When properly deployed and managed, these technologies create new opportunities to enhance public safety. Some communities around the nation, however, have considered limiting or rejecting the use of some of these technologies. Privacy advocates, elected officials, and members of the public have raised important questions about how and under what circumstances many of these technologies are deployed and about the retention, use, and sharing of the data that is gathered.

To this end, the International Association of Chiefs of Police (IACP), the world’s leading law enforcement organization, released the Technology Policy Framework to help law enforcement executives create effective policies. The Framework highlights important factors to take into account when deciding whether to incorporate and integrate certain technologies. More importantly, it identifies nine universal principles that should be considered when developing agency policies. SST, the providers of ShotSpotter services and applications, ensured its privacy policy met the standards of all the IACP principles. Our attached ShotSpotter Privacy Policy provides details.

In summary, the ShotSpotter Flex system is not designed to monitor or activate on ambient noise including voices. ShotSpotter is designed to trigger on loud, explosive events. When a gunfire incident (i.e. loud and explosive sound) is detected, the meta data of that incident e.g. time stamp and location is first sent to enterprise software and if additional sensors participate in that event and a location calculation can be performed it is only then that an audio snippet is pushed from the sensors to the system. An incident audio snippet includes 2 seconds prior to and 4 seconds after the incident. There is no live audio streaming capability by design or by practice; it is technically impossible. From our 5,000,000+ gunshot incidents in the past decade, there have been less than a handful of edge cases where sounds of people shouting loudly in the middle of a public street at the exact moment and location of a shooting were captured as a part of the gunfire incident snippet. In 2011, ShotSpotter reviewed its privacy policy and took additional steps to tighten up its privacy policy.

You can read details of our privacy policy attached to this email or at the web link here http://www.shotspotter.com/privacy-policy.

To provide more insight also, below is link to a briefing the ACLU did with our CEO Ralph Clark in May 2015.

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Shotspotter CEO Answers Questions on Gunshot Detectors in Cities | American Civil Liberties Union

Gunshot detectors in cities have been in the news in recent weeks as a result of their adoption in the biggest U.S. city, New York City. These systems consist of a network of microphones installed around a city that listen for gunshots, pinpoint their location, and alert police.

Read more...

https://www.aclu.org/blog/free-future/shotspotter-ceo-answers-questions-gunshot-detectors-cities
Thanks much,

Lydia

Lydia Barrett

US Public Safety Solutions, West Region

Cel. 650.833.9534 / Fax. 650.887.2106

lbarrett@shotspotter.com

http://www.linkedin.com/in/lydiabarrett

Twitter: @lydbarrett and @shotspotter

SST™

Learn more about ShotSpotter Flex

Corporate Headquarters

7979 Gateway Blvd., Suite 210

Newark, CA 94560-1156

ShotSpotter® The Fight to Stop Gun Violence Starts with ShotSpotter
Privacy Policy

March 31, 2015

Leveraging Technology to produce Societal Benefits

As technology continues to advance, balancing its benefits against some of its inherent risks to privacy continues to be an issue which confronts us all. What's true for technology in general is also the case in the realm of public safety. Technological advances have provided significant benefits to those tasked with keeping us safe while at the same time raising appropriate dialogue about how we can leverage those benefits while minimizing unwarranted intrusions on personal privacy.

Several police tools and technologies capture information that is already in public view: license plate readers, video cameras at stoplights and ATMs, combined video/audio surveillance cameras, facial recognition algorithms, etc. Unlike general audio and video surveillance devices, such as the tens of thousands of video cameras deployed in our nation's cities which monitor general activities, gunshot detection technology is designed to trigger on loud explosive or impulsive sounds that may likely be gunfire and occur only rarely—and that the public already "hears". Although courts have held that individuals speaking in a manner which can be overheard on public streets do not have the expectation of privacy which would trigger federal wiretapping laws, SST wants to provide stronger protection of individual rights to privacy than is strictly provided for by law. As a result, we developed, and recently strengthened, this privacy policy in order to exceed federal law requirements and to protect individual privacy.

Sensors

Please note: this section refers to the SST ShotSpotter outdoor gunfire detection technology. Indoor sensors are entirely different and provide additional privacy protections and trade-offs. ShotSpotter sensors are specifically designed to be triggered by loud explosive or “impulsive” sounds only. The entire system is intentionally designed not to permit “live listening” of any sort. Human voices do not trigger ShotSpotter sensors. There are many other loud noises that do not trigger ShotSpotter: car doors slamming, people yelling “bang bang!”, loud music, airplane engines, leaf blowers, cheering, highway noise, car engines revving, drag races or tires squealing. ShotSpotter sensors do not use high gain, directional or other specialized microphones.
The discharge of a firearm creates an extremely loud sound (exceeding 150 dB SPL) sound that is detectable up to a mile away. In addition, sensors are intentionally deployed in elevated locations (typically 50-100 feet above street level on building rooftops, sometimes 20-40 feet above ground on a street pole) for three reasons:

1) To maximize their ability to “listen to the horizon” and thereby reduce the number of sensors required;

2) To minimize the background noise from cars and other street noises, thus also reducing the number of sensors required; and

3) To minimize the chance that a human voice will be intelligible, however briefly, in order to protect privacy.

Incident Creation

When a loud explosive noise triggers a sensor, it instantly sends summary data about the acoustic event (e.g. time stamp, sensor location, amplitude and envelope characteristics, etc. but explicitly not the audio of the sound itself) to a centralized processor at our SST-operated data center. There, if no other sensors trigger (i.e., if only one sensor hears the particular impulse), nothing else happens and no incident is created. If multiple sensors (usually 3 or more) report impulsive noises within a narrow time window which are sufficiently loud and mathematically consistent with their having originated at a single location, software algorithms attempt to calculate that origin location. If an accurate location can be determined, the associated sensors’ data are aggregated (again, without the audio) and an incident is “created” in a centralized database. A second filter then applies artificial intelligence and statistical techniques to attempt to identify what type of sound originated at this location based on the measurements of the sound. In most cases, the parameters of the sound permit the incident to be filtered out, because it is, e.g., a pile driver or a jackhammer. In a percentage of cases, the characteristics of the sound are consistent with an explosion (gunfire, firework mortar, firecracker, backfire, etc.). In those cases, and only in those cases, the sensors are permitted to push a small snippet of audio to our data center. Otherwise, the audio will be flushed from the sensor’s buffer and lost permanently. This is an intentional design: an active step must be taken only in the context of an explosive triggering acoustic event, or the audio is erased and overwritten.

In those cases in which an explosive triggering acoustic event is detected and located, the brief audio snippets are sent to SST’s Real Time Incident Review Center (IRC) for analysis and alert qualification by highly trained experts in gunshot acoustics. Within seconds, SST’s IRC sends those qualified gunfire alerts directly to a dispatch center, PSAP, patrol officers or other agencies for an effective, coordinated response.
The gunfire alerts that the ShotSpotter system delivers to our police agency clients provide a digital record of violent gun crimes in progress, including minimally brief snippets of audio recordings of those crimes. For any given illegal gunfire incident, that snippet can only contain a few seconds of audio before the first shot and after the last shot. The purpose of these short seconds of audio on either end of the gunshots is to allow a human reviewing in the incident to clearly tell when the shooting starts and stops, including judges and juries during possible future criminal proceedings.

**No Live Audio Streaming**

As mentioned above, the entire system is intentionally designed not to allow “live listening” of any sort. There is no “listen” button available to law enforcement, or to the staff of our Incident Review Center, except the buttons which replay the specific few seconds of incident audio surrounding an impulse noise determined to likely have originated from an explosive source.

**No Private Conversations**

ShotSpotter sensors do not have the ability to listen to indoor conversations. They are located in such a fashion to not have the ability to overhear normal speech or conversations on public streets. There has been three extremely rare “edge cases” (3 out of approximately 3 million incidents detected in the past 10 years), in which a human voice yelling loudly in a public street at the scene of a gunfire incident was overheard for a very brief period (a few seconds) just before or just after a gunshot incident. It would be incorrect factually that ShotSpotter sensors are constantly transmitting audio streams, or somehow have been reconfigured to listen to private conversations. In all cases, the words were yelled loudly, in a public place, at the scene of a gunfire-related crime, and within a few seconds of that event.

Nonetheless, these rare cases caused SST to revisit our privacy policy and further tighten the parameters for audio availability: the permitted audio length is strictly limited to two seconds before and four seconds after. Unless someone is yelling loudly enough to be heard in public, and also doing so within two seconds before or four seconds after a loud, explosive acoustic incident, the audio will be flushed from the sensor’s buffer and overwritten. **The simple fact is that there has never been a case of a private conversation overheard or monitored by any ShotSpotter sensor anywhere at any time. Period.**
Policy and Security Minutiae

If you are still with us, here are some additional details:

All servers and software used to process, store and protect data are managed and maintained by SST. Police agencies subscribe to the hosted service on an annual basis, radically streamlining the cost and complexity of using gunfire alert and analysis to enhance awareness, response and community safety. SST owns these data and does not release to anyone other than the customers under contract and according to the terms of that contract, thus further ensuring the safety and security of the data. Customers do not have administrative access to our servers, software, sensors, or any other means to circumvent SST’s security and privacy measures.

SST has taken appropriate security approaches to prevent anyone or any entity from gaining unauthorized access to our systems including our processors, networks or sensors. In addition to the fact that the system is designed not to permit live streaming audio, even if an intruder were to take control of our data center and network, they could not “make” a sensor deployed in the field stream audio. It simply isn’t possible: the sensors operate on a proprietary protocol and intentionally do not contain code which permits them to stream audio. Asymmetric key encryption is used to control access to sensors, and SST employees are required to use dual-factor authentication to gain access to most critical systems.

In the event that the ShotSpotter system fails to detect an incident, it is SST’s policy only to respond to requests for incident data or audio related to specific, verified gunfire incidents. In no event does incident audio extend beyond 2 seconds before and 4 seconds after an incident.

In addition to all of these technical and security measures taken to protect privacy and prevent misuse, SST has adopted a human resources policy to ensure that employees and contractors adhere to our privacy policies.

Summary

In the end, we believe that the privacy of our citizens and the community and social benefits of decreased gun violence are not at odds with each other. Our ultimate goal is to ensure that both are satisfied. We believe we have taken all reasonable and necessary precautions to assure a robust and strong privacy posture. We will continue to review, revise—and strengthen if necessary—these policies.
Good morning Dan. I hope you’re well.

I wanted to check in to see if the information I previously sent resolved what Martha needed.

I also wanted to see if there’s anything else you need right now. With the hope that we are going to have the opportunity to support you all, we have already done some preliminary planning on potential sensor locations in the coverage area. This will help us move quickly on implementing if we’re fortunate to have everything approved on your end. Our goal is to help you all get up and running as quickly as possible.

What do you think are next steps, and what can I do to help you?

Thanks very much, and as always, I appreciate your consideration.

Lydia

Hi. I think I see the issue now. We’ve worded the GO Program to include on boarding, training and best practices “support”. The best practice support is ensuring you all are using best practices to use the gunfire data wisely and effectively, and has nothing to do with the standard IT and technical support which is included in the annual subscription fee.

Please see my updated information where I removed the word “support” from the training line item. I also added some detail on the items included in the Annual Subscription Fee. Please let me know if this will suffice.

To be clear for IT and finance, there is NO annual maintenance/support fee like earlier traditional software/hardware capital purchases where you make a large purchase of everything up front and then pay an annual maintenance/support fee (usually around 20% of the original cost). Our Annual Subscription Fee covers all costs associated with normal use of ShotSpotter. This is how most cloud-based, hosted services are priced today.

Thanks much.

Lydia
From: "Meyer, Daniel" <MeyerD@pd.sandiego.gov>
Date: Monday, May 2, 2016 at 10:03 AM
To: Lyda Barrett <lbarrett@shotspotter.com>
Subject: FW: ShotSpotter Pricing Breakdown

From Martha

From: Barrick, Martha
Sent: Monday, May 02, 2016 8:51 AM
To: Meyer, Daniel
Subject: RE: ShotSpotter Pricing Breakdown

Hi,

Would you break down the 478 to match the quote? I am not sure if it is broken down enough. I really needed training and onboarding to be removed from any other fees, but they still have it together with support. I will check with Dept. of IT on the breakdown to identify where funding will go.

Martha Barrick
Associate Management Analyst
City of San Diego
San Diego Police Department

T (619) 531-2750
mbarrick@pd.sandiego.gov

From: Meyer, Daniel
Sent: Monday, May 02, 2016 7:48 AM
To: Barrick, Martha
Subject: FW: ShotSpotter Pricing Breakdown

From: Lydia Barrett [mailto:lbarrett@shotspotter.com]
Sent: Monday, May 02, 2016 7:47 AM
To: Meyer, Daniel
Subject: ShotSpotter Pricing Breakdown

Good morning Dan. Please find attached the breakdown of our pricing for San Diego. Please let me know if this is what you and Martha needed. The request was unusual for us to have the pricing in a different format, but I want to make sure you’ve got the accurate info for your needs. I’m happy to put it into another format if required.

I don’t have Martha’s email but I’m sure you’ll be sharing this with her.

Thank you for your patience in getting this. Much appreciated. Please let me know anything else I can help you all with.

Kindest as always,

Lydia
Lydia Barrett
SST, Inc. (ShotSpotter)
US West, Public Safety Solutions
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lbarrett@shotspotter.com
http://www.linkedin.com/in/lydabarrett
Twitter: @lydbarrett and @shotspotter

Learn more about ShotSpotter Flex

Detect, Protect, Connect
San Diego, CA

ShotSpotter Pricing Breakdown
(Submitted originally on March 25, 2016)

Pricing, Terms and Conditions
The pricing provided is final. A site survey may be required and performed to arrive at a final and binding price quote. The pricing provided remains valid for ninety (90) days from the date prepared (listed above). The price as listed herein does not include any state or local taxes. Customer is responsible for notifying SST if the price needs to be adjusted for taxes.

One-Time Service Startup Fees (non-recurring and in initial startup only)

Service initiation fee for 4.0 square miles @ $10,000/mi$^2$ = $40,000.00
SST GO Program (Onboarding, Training & Best Practices)* = $10,000.00
TOTAL One-Time Service Startup Fees Only = $50,000.00

Annual Subscription Fee**

4.0 square miles coverage area @ $65,000/mi$^2$ = $260,000.00
TOTAL First-Year Costs (Annual Subscription Fee + Service Startup Fees) = $310,000.00

Annual Subscription Fee (for 4.0 SM beyond Year One) = $260,000.00

*Description of SST GO Program (Onboarding, Training & Best Practices)
The SST Customer Success and Training Team

Our Customer Success and Training Team consists completely of former law enforcement professionals with over 40 years of experience. Our mission is to make the customer efficient and successful, quickly and effectively. We do this through continued and on-going live and online training classes and interaction to help you learn how to get the most benefit from the services we offer. All the training modules we offer are included in the price of the service, so never hesitate to request training if your agency is in need.
Getting Started

Early in the engagement process, our trainers will be assigned to the agency to ensure wide-ranging and consistent training is delivered based on the agency's need. While the service is being deployed, we present to all areas and roles within the agency who will be interacting with and using ShotSpotter – from the administrative leadership to command staff to all identified users of our service. This Best Practices Training is based on knowledge of law enforcement practices and learning from our customer agencies that have been successful with incorporating ShotSpotter services into the fabric of the department. Our approach is to enable the agency to focus on success results and outcomes using ShotSpotter and metrics, strategies and tactics to achieve success right from the beginning.

Educational and Best Practices Webinars

To provide ongoing training, SST has a number of instructional webinars to help train your team on the latest strategies and successes being used by your law enforcement colleagues to achieve gun violence reduction and prevention. We also offer a series of archived best practices webinars on a variety of law enforcement topics from reducing celebratory gunfire to keeping neighborhoods safer and engaged in gun violence reduction initiatives. These webinars are led by our internal SST experts, many of whom have an extensive background in both public safety and business.

**Annual Subscription Fee Details**

- Includes full and unlimited use of all ShotSpotter Flex components - Alerts Console (for mobile data terminals in cars/911 and Dispatch Centers/Real Time Crime Centers); Investigator’s Portal (real-time gunfire data portal for detectives, investigators and analysts); Siren (real-time gunfire alerts to mobile devices and smartphones)
- Includes gunfire data reporting, forensic reporting (including unlimited Detailed Forensic Reports for high profile/Officer-Involved Shootings and other incidents, and expert witness services as needed)
- Includes our expert Incident Review Service which is the 24/7/365 review and qualification of all alerts in your coverage area
- Includes Annual Review and Analysis Meeting with ShotSpotter experts and executives (at your location)
- Includes Early Review and Analysis Meeting with ShotSpotter experts and executives (at your location) within 3-4 months of start date of ShotSpotter service (serves to support early adoption and use of ShotSpotter and to ensure SDPD is out the gate and sprinting on ShotSpotter use)
- Includes full customer support, 24/7/365 by live chat, phone or email
- Includes all upgrades, fixes, etc.

All maintenance of sensors and related hardware and software handled independently by SST
Payment Terms

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

- 50% due upon execution of agreement
- 50% due upon ShotSpotter FlexSM “live” status
From Martha

Hi,

Would you break down the 478 to match the quote? I am not sure if it is broken down enough. I really needed training and onboarding to be removed from any other fees, but they still have it together with support. I will check with Dept. of IT on the breakdown to identify where funding will go.

Martha Barrick
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City of San Diego
San Diego Police Department

T (619) 531-2750
mbarrick@pd.sandiego.gov

From: Meyer, Daniel
Sent: Monday, May 02, 2016 7:48 AM
To: Barrick, Martha
Subject: FW: ShotSpotter Pricing Breakdown

From: Lydia Barrett [mailto:lbarrett@shotspotter.com]
Sent: Monday, May 02, 2016 7:47 AM
To: Meyer, Daniel
Subject: ShotSpotter Pricing Breakdown

Good morning Dan. Please find attached the breakdown of our pricing for San Diego. Please let me know if this is what you and Martha needed. The request was unusual for us to have the pricing in a different format, but I want to make sure you’ve got the accurate info for your needs. I’m happy to put it into another format if required.

I don’t have Martha’s email but I’m sure you’ll be sharing this with her.

Thank you for your patience in getting this. Much appreciated. Please let me know anything else I can help you all with.

Kindest as always,

Lydia
Lydia Barrett
SST, Inc. (ShotSpotter)
US West, Public Safety Solutions
Cell: 650.833.9534 / Fax: 650.887.2106
lbarrett@shotspotter.com
http://www.linkedin.com/in/lydiabarrett
Twitter: @lydibarrett and @shotspotter

Learn more about ShotSpotter Flex

Detect, Protect, Connect
This is from HR

From: Holmberg, Pamela [mailto:PHolmberg@sandiego.gov] On Behalf Of HRSC Human Resources  
Sent: Thursday, April 28, 2016 2:26 PM  
To: Meyer, Daniel  
Subject: RE: ShotSpotter HR LR form

The Human Resources Department is no longer accepting HR Contracting Our Review Request Forms for pre-approval except for requests for:

1. Consultant Services  
2. Construction Management  
3. Contract Management  
4. Solicitation for services through an RFP, RFS, RFI or RFQ  
5. Services purchased with P-Cards  

Your request form should be attached directly to your Purchase Requisition and will be reviewed by HR there.

Please see the December 1, 2015 memo regarding HRs integration into the SAP Purchase Requisition Process for more information.

Memo: http://citynet/hr/pdf/2015/memohrsap.pdf

If you have any questions, please contact the Human Resources Department at (619) 236-6313.

From: Meyer, Daniel [mailto:MeyerD@pd.sandiego.gov]  
Sent: Wednesday, April 27, 2016 9:32 AM  
To: HRSC Human Resources <HumanResources@sandiego.gov>  
Subject: ShotSpotter HR LR form

Please see attached and review/approve the contracting out form for ShotSpotter Inc. Operational Support is moving forward with this purchase. This will be a service agreement contract that needs HR approval prior to submitting it into SAP.

Daniel Meyer, Police Sergeant, LGBT Liaison  
San Diego Police Department  
EIIIS Unit/Operational Support MS776  
(619) 531-2493 / C: (619) 277-8267  
Meyerd@pd.sandiego.gov  
1401 Broadway San Diego, Ca. 92101
Owens, Mari

From: Freedman, Richard
Sent: Wednesday, March 09, 2016 3:49 PM
To: Meyer, Daniel
Subject: FW: ShotSpotter Follow-Up
Attachments: ShotSpotter Customer Sampling of Comprehensive Super Users.pdf

From: McManus, Terrence
Sent: Wednesday, March 09, 2016 11:43 AM
To: Hara, Jerry; Freedman, Richard
Cc: Guaderrama, Albert
Subject: FW: ShotSpotter Follow-Up

Terry McManus
Assistant Chief
City of San Diego
San Diego Police Department

T (619) 531-2720
C (619) 980-4281
tmcmamus@pd.sandiego.gov

The City of
SAN DIEGO

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“Working in partnership with all of our communities to achieve safe and livable neighborhoods.”

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From: Lydia Barrett [mailto:lbarrett@shotspotter.com]
Sent: Friday, February 26, 2016 1:13 PM
To: McManus, Terrence
Subject: ShotSpotter Follow-Up

Thank you Chief for your interest again. I appreciate that. I wanted to be sure you received the information I sent yesterday.
Please find attached a very good short list of agencies that are using the ShotSpotter data very effectively and in very comprehensive ways. I know you all had the opportunity to speak directly with NYPD. That’s wonderful, and I encourage you all to reach out to any other agencies you’d like to hear firsthand their experience, insight and lessons learned.

As we discussed, I’d like to suggest a few dates to meet with you all in person to show a live demonstration and discuss details about the value of using ShotSpotter. Do any of these dates work for you and your team:

- Monday – Wednesday, March 7-9
- Monday – Thursday, March 21-24
- Monday – Friday, March 28 – April 1

Ideally, it is best to meet initially with senior executives from the major SDPD divisions as the value of the gunfire intelligence is most effective when used and shared across patrol, investigations, intelligence and analysis, community policing, gang task force and public information functions in particular.

This would include:

- Patrol & Operations
- Investigations
- Strategic Operations (such as gang task force, special tactical team leadership)
- Crime Analysis, Crime and Intelligence Center management
- PIO
- Communications and IT are also welcome to join the presentation although these groups tend to be the least involved in the day-to-day management of ShotSpotter and its outcomes

60-90 minutes would be ideal if possible, but I’m happy to spend time with those folks in a single or individual meetings to review and discuss ways the ShotSpotter gunfire data can support the work in each of these areas. These meetings could be a good, informal way for people to ask questions and discuss details of how other agencies are using the data to achieve real and positive results in their efforts to address gun violence and crime.

Thank you so much again, and I look forward to hearing from you. Please let me know anything you need in the meantime. Very kindest regards,

Lydia

Lydia Barrett
Vice President

Cel. 650.833.9534 / Fax. 650.887.2106

lbarrett@shotspotter.com

http://www.linkedin.com/in/lydabarrett

Twitter: @lydabarrett and @shotspotter

[SST™]

Learn more about ShotSpotter Flex

Corporate Headquarters

7979 Gateway Blvd., Suite 210

Newark, CA 94560-1156

[ShotSpotter™] The Fight to Stop Gun Violence Starts with ShotSpotter
Sampling of ShotSpotter Customer Cities Using Gunfire Data in Comprehensive Strategies

Washington (DC) Metropolitan Police Department
300 Indiana Avenue NW, Washington, DC 20001
Chief Cathy Lanier (cathy.lanier@dc.gov; 202.727.4218)
Commander (Retired) Larry McCoy (lmccoy9@verizon.net; 703.408.7321)
Coverage Area: 18+ Square Miles (multiple expansions)
2005 to Present
- MPD nearing completion of conversion to ShotSpotter Flex Platform after original system usage for many years. MPD implementing all system capabilities.
- Video Integration, mobile alerts, crime analysis software
- Integration within the Joint Operations Command Center

Minneapolis (MN) Police Department
350 South 5th Street, Minneapolis, MN 55415
Chief Janee Harteau (janee.harteau@minneapolismn.gov; 612.673.3559)
Commander Scott Gerlicher (scott.gerlicher@minneapolismn.gov; 612.935.4495)
Coverage Area: 6 square miles
2006 to Present
- Camera integration with ShotSpotter system
- Full integration of ShotSpotter data into MPD Real-Time Crime Intelligence Center
- Coordinated teamwork with ATF and use of NIBIN, IBIS and eTrace; MPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects
- Extensive firearms tracing efforts (recovers on average 700+ guns annually)
- Community and youth-based programs coordination

Boston (MA) Police Department
One Schroeder Plaza, Boston, MA 02120
Commissioner William Evans (wevans.bpd@cityofboston.gov; 617.343.4200)
Lt. Harry Cataldo (cataldoh.bpd@cityofboston.gov; 617.343.5999)
Coverage Area: 12 square miles (expansion included covering 5 Boston communities)
2007 to Present
- Inclusion of ShotSpotter gunfire data in BPD’s BRIC (Boston Regional Intelligence Center) and its RTCC (Real-Time Crime Center)
- BPD reviewing ShotSpotter incident data in real-time integrated with parolee/probationer GPS bracelet locations, video cameras, ALPRs, and other GIS and data-sorting technologies (to quickly show recent incidents and known offenders)
- ShotSpotter intelligence used daily and weekly in CompStat and PACT (Partners Advancing Community Togetherness) person-based strategic approach (group violence intervention)
- Gunfire data and evidence actively used by prosecutors to make convictions and close cases
Sampling of ShotSpotter Customer Cities Using Gunfire Data in Comprehensive Strategies

New York City Police Department
1 Police Plaza, New York, NY 10007
Commissioner Bill Bratton
Sergeant Joe Freer (joe.freer@nypd.org; 646.610.8676)
Coverage Area: Original coverage area of 15 Square Miles (Additional expansion contract for 9 square miles also just signed, and implementation beginning soon. Will have a total of 24 square miles.)
2015 to Present
• ShotSpotter is integrated in NYPD Domain Awareness System, where all surveillance feeds are assimilated.

Milwaukee (WI) Police Department
749 W. State Street, Milwaukee, WI 53233
Chief Edward Flynn (eflynn@milwaukee.gov; 414-935-7200)
Captain David Salazar (dsalaz@milwaukee.gov; 414-935-7470)
Coverage Area: 12 Square Miles (3 expansions)
2010 to Present
• Full integration of ShotSpotter gunfire data in the MPD Intelligence Fusion Center & the Southeast Wisconsin Threat Analysis Center (STAC); Expansive use of gunfire data in crime analysis and proactive, predictive planning and intervention programs (such as MPD’s TAAP – Technology-Assisted Apprehension and Prevention Program; and integration of gunfire data with other intelligence sources – social media, ALPR, parolee/probationer info, etc.)
• Specialized ShotSpotter patrol, response and investigative teams
• ShotSpotter data reported and reviewed daily and weekly in CompStat and Command Staff meetings for targeted strategies and deployments
• Collaborative teamwork with ATF and FBI using ShotSpotter intelligence (NIBIN, eTrace)
• Extensive use of gunfire intelligence to support proactive, violence intervention initiatives
• ShotSpotter results and use shared with community, city management and other key stakeholders
• Gunfire data and evidence actively used by prosecutors to make convictions and close cases

Kansas City (MO) Police Department
700 Minnesota Avenue, Kansas City, KS 66101
Chief Darryl Forte (darryl.forte@kcpd.org; 816.234.5015)
Commander Scott Caron (scott.caron@kcpd.org; 816.234.5000)
Coverage Area: 4.5 square miles
2012 to Present
Sampling of ShotSpotter Customer Cities Using Gunfire Data in Comprehensive Strategies

- ShotSpotter data and intelligence used in KCPD’s Law Enforcement Resource Center (LERC), its Real-Time Crime Center; Gunfire data supporting intelligence & comprehensive crime analysis, and terrorism threats
- ShotSpotter data used to support planning of strategic and targeted deployments
- Collaborative partnership with ATF in actively using ShotSpotter data and evidence found at incidents (shell casings) to develop weapons, suspect and victims linkages

San Francisco (CA) Police Department
1245 3rd Street, San Francisco, CA 94158
Chief Greg Suhr (greg.suhr@sfgov.org; 415.553.1551)
Commander Bob Moser (bob.moser@sfgov.org; 415.553.1565)
Coverage Area: 16 square miles (3 expansions)
2009 to Present
- Extensive use of ShotSpotter audio and forensic evidence in prosecutions; has served very successful in getting a number of convictions of violent and repeat offenders
- ShotSpotter has supported and cleared officer-involved shootings, minimizing liability for the officers, police department and the city
- ShotSpotter data is used as a critical intelligence source in CompStat and regular crime analysis and planning, particularly for strategic deployments
- Integration with other intelligence sources, including cameras and ALPRs

Oakland, CA Police Department
Chief Sean Whent (opdchiefoaklandnet.com; 510.238.3365)
Assistant Chief Paul Figueroa (pfigueroa@oaklandnet.com; 510.238.7140)
Captain Errol Joyner (ejoiner@oaklandnet.com; 510.777.8561)
Coverage Area: 12.6 Square Miles (4 Expansions)
- Full integration of ShotSpotter data throughout Patrol, Community Policing Program, Investigations, and Crime Analysis
- Coordinated teamwork with ATF and use of NIBIN; SPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects
- Use of ShotSpotter gunfire data in Ceasefire Program and other community and youth-based programs
- Regular press and community outreach and events on SPD successes using ShotSpotter data has resulted in broad-based community and philanthropic community support
Sampling of ShotSpotter Customer Cities Using Gunfire Data in Comprehensive Strategies

Denver (CO) Police Department
1331 Cherokee Street, Denver, CO 80204
Chief Robert White (robert.white@denvergov.org; 720.913.2000)
Captain Steven Carter (steven.carter@denvergov.org; 720.913.6979)
Coverage Area: 3 square miles (Expanding 6 more square miles to total 9 square miles)
2015 to Present
• Full integration of ShotSpotter data throughout Patrol, Community Policing Program, Investigations, and Crime Analysis
• Coordinated teamwork with ATF and use of NIBIN; DPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects
• Significant early successes with linking casings in cases with use of E-Trace and NIBIN.

Richmond (CA) Police Department
1701 Regatta Blvd., Richmond, CA 94804
Chief Chris Magnus (cmagnus@richmondpd.net; 510.620.6655)
Assistant Chief Alwyn Brown (abrown@richmondpd.net; 510.620.6651)
Sgt. Eric Smith (esmith@richmondpd.net; 510.620.6647)
Coverage Area: 6 square miles
2008 to Present
• Extensive use of ShotSpotter audio and forensic evidence in prosecutions; has served very successful in getting a number of convictions of violent and repeat offenders
• ShotSpotter intelligence used in violence intervention initiatives targeting violent and repeat offenders
• Communication and outreach with community to support use of ShotSpotter as an intelligence and safety tool for RPD; Has garnered significant community support and trust for RPD

Omaha (NE) Police Department
505 South 15th Street, Omaha, Nebraska 68102
Chief Todd Schmaderer (tschmaderer@ci.omaha.ne.us; 402.444.5863)
Captain Kerry Neumann (kerry.neumann@ci.omaha.ne.us; 402.444.3555)
Coverage Area: 4 square miles
2012 to Present
• Specialized ShotSpotter patrol, response and investigative teams
• Investigative teams in particular have had significant results from the use of the gunfire data to close cases and make prosecutions and convictions
• ShotSpotter data actively used in crime and intelligence analysis, and supports strategic deployments

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South Bend (IN) Police Department
701 W. Sample Street, South Bend, IN 46601
Chief Scott Ruszkowski (sruszkow@southbendin.gov; 574.235.9313)
Deputy Chief Gary Horvath (ghorvath@southbendin.gov; 574.235.5564)
Coverage Area: 3 square miles (expanding to 4 in 2015)
2013 to Present
- Targeted policing focus in areas of gunfire incidents based on ShotSpotter data
- Enhanced community interaction on all gunfire incidents by new protocol of knocking on doors of all
  surrounding homes and businesses at incident sites to engage with residents and reinforce message
  of public safety commitment by the PD
- Regular updates on successes using ShotSpotter data has helped significantly in improving trust
  from community members previously feeling disenfranchised
- Coordinated teamwork with federal partners and SBPD proactively collects shell casings on
  ShotSpotter incidents and develops linkages with weapons, casings and suspects

Miami-Gardens (FL) Police Department
1020 Northwest 163rd Drive, Miami Gardens, FL 33169
Assistant Chief Al Lewers (Alfred.lewers@mgpdfl.org; 305.474.1405)
Coverage Area: 4.5 square miles
2012 to Present
- Full integration of ShotSpotter data throughout Patrol, Community Policing Program, Investigations,
  and Crime Analysis
- Coordinated teamwork with ATF and use of NIBIN; MGPD proactively collects shell casings on
  ShotSpotter incidents and develops linkages with weapons, casings and suspects
- In process of implementing Real-Time Crime Center where ShotSpotter will be integrated with other
  systems, including video

Puerto Rico Police Department
601 Ave. Franklin Delano Roosevelt, San Juan, PR
Director Miosotis Ortiz (mortiz10@policia.pr.gov; 787.793.1234 Ext. 3818)
Governor’s Security Advisor Maria Theresa Rivera Corojo (marivera@fortaleza.pr.gov; 787.721.0435)
Coverage Area: 15 square miles (covering 3 municipalities)
2012 to Present
- Full integration of ShotSpotter data into PRPD Real-Time Crime Intelligence Center
- Implementation of ShotSpotter Task Force Unit focused on responding to ShotSpotter alerts and
  proactive patrol strategies based on gunfire analysis.
- Working with municipal police departments to leverage their patrol resources
- Use of strategic press events to relay success of program and further drive crime deterrence effect
Sampling of ShotSpotter Customer Cities Using Gunfire Data in Comprehensive Strategies

Stockton (CA) Police Department
22 E. Market Street, Stockton, CA 95202
Chief Eric Jones (eric.jones@stocktongov.com; 209.937.8217)
Captain Aaron Rose (aaron.rose@stocktongov.com; 209.937.8377)
Coverage Area: 2 square miles
2013 to Present
• Full integration of ShotSpotter data throughout Patrol, Community Policing Program, Investigations, and Crime Analysis
• Coordinated teamwork with ATF and use of NIBIN; SPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects
• Use of ShotSpotter gunfire data in Ceasefire Program and other community and youth-based programs
• Regular press and community outreach and events on SPD successes using ShotSpotter data has resulted in broad-based community and philanthropic community support

Wilmington (NC) Police Department
615 Bess Street, Wilmington, NC 28401
Chief Ralph Evangelous (Ralph.Evangelous@wilmingtonnc.gov; 910.343.3610)
Commander James Varrone (jim.varrone@wilmingtonnc.gov; 910.343.3666)
Coverage Area: 6 square miles (doubled original coverage area in 2014)
2011 to Present
• Full integration of ShotSpotter data throughout Patrol, Community Policing Program, Investigations, and Crime Analysis
• Coordinated teamwork with ATF and use of NIBIN; WPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects

Rocky Mount (NC) Police Department
One Government Plaza, Rocky Mount, NC 27801
Sergeant Ryan Hepler (ryan.hepler@rockymountnc.gov; 252.972.1475)
Coverage Area: 3 square miles
2011 to Present
• Full integration of ShotSpotter data throughout Patrol, Community Policing Program, Investigations, and Crime Analysis
Sampling of ShotSpotter Customer Cities Using Gunfire Data in Comprehensive Strategies

Birmingham (AL) Police Department
1710 1st Avenue N., Birmingham, AL 35203
Deputy Chief Jamal McCaskey (jamal.mccaskey@birminghamal.gov ; 205.254.6524)
Coverage Area: 7 square miles
2007 to Present
- Currently migrating to new Flex platform, and working on plan to fully integrate ShotSpotter in patrol, crime analysis, community policing, and investigations.

Baton Rouge (LA) Police Department
704 Mayflower Street, Baton Rouge, LA 70802
Sergeant Eric Burkett (mburkett@brgov.com ; 225.268.0248)
Coverage Area: 7 square miles
2007 to Present
- Completed migration to Flex platform in 2012. ShotSpotter Flex is now fully integrated both within Baton Rouge Police Department, as well as the Sheriff's Office Operations.
From: Gurrola, Gerardo  
Sent: Thursday, February 18, 2016 2:42 PM  
To: Shen, Jennifer; Haley, Chris; Guaderrama, Albert; Mc Manus, Terrence; Kaye, Charles; Nisleit, David  
Subject: ShotSpotter Follow up Info

All,

This is a follow up to ShotSpotter. Attached is the information I received from 3 agencies who have responded to my telephone calls thus far. Only 1 agency from California has responded. I have followed up with emails to all California agencies on the list including Stockton, San Francisco, and Richmond. I hope to hear back from more agencies soon.

Included as an attachment is an email from Oakland PD. They are Council resolutions used by their City.

Gerardo
ShotSpotter – Reference Questions

1. Agency Name – Minneapolis PD – Feb 5, 2015 @ 1400 hours

2. How does ShotSpotter work at your agency?
   Dispatcher(s) must be signed into the system via their website. A notification will be sent via the website when there is an activation. It is valid 90% of the time or thereabouts. There is about a 1 minute delay in the notification from ShotSpotter.

   Many times ShotSpotter is validated by a 911 call received at the center.

   When notifications are received after dark, responding officers may not locate the source or reason for the notifications. MNPD has a team who will respond a day or 2 later when this happens and manyh times will find casings and collect them as evidence.

3. Do you receive a phone call from ShotSpotter? Is there equipment installed at your agency? If so, where (at the dispatch center)?
   Along with notifications being made via the system where dispatchers are signed into – email notifications can go out to other individuals – police officers, etc.

4. If yes, what type of equipment and how much equipment?

   There is no equipment – dispatcher logs into secured website. There are additional or different rights given investigators to log into the system including their Crime Analysis Unit to investigate and/or gather additional information.

5. Does the equipment interface with your CAD?
   They are unable to interface with CAD.

6. When Shotspotter contacts you, what type of information do you receive, are you given?
   Dispatchers are given a location of where the shot(s) was/were heard via the website they are logged into.

7. Is there any information sent to you via email, internet (such as access to a secured internet site), or via system interface? N/A

8. When you receive reports from ShotSpotter, have you found that these are valid? What is the Validity rate? MN PD believes that up to 90% of these reports are valid.

9. What are some issues or concerns that you are experiencing or have experienced?
There is some downtime from time to time when servers are down.

10. What would you change, if anything, and why?
   Not necessarily a change, but know that the system may not be useful on events such as 4th of July. (Potentially NYE as well).
1. Agency Name – NYPD, Sgt Joe Freer 2/8/2016 @ 0815

2. How does ShotSpotter work at your agency?
   NYPD just completed a pilot on ShotSpotter that began on 3/16/2015. It was installed in 15 Sq miles of the City. They installed 5, 3sq mile zones.

3. Do you receive a phone call from ShotSpotter? Is there equipment installed at your agency? If so, where (at the dispatch center)?
   At this time – ShotSpotter is monitored 24/7 by their Chief’s Operation Center. When a notification is received, police officers working in the Ops Center will first pull up cameras (if they have any installed in the area) where the alert was received.
   The officer will then broadcasts the information via the radio. The dispatcher controlling the specific frequency is responsible for creating (formatting) an incident and tracking officers who respond to the incident.
   ShotSpotter is currently tied into NYPD’s system which include cameras and other systems such as GIS equipment. NYPD has 77 precincts and 36 to 38 Radio talkgroups (frequencies).
   NYPD will be expanding an additional 9 Sq miles by April 1st – with a goal 60 Sq miles when they are done.
   - As the expansion of Spotshotter increases the alerts will move from the Chief’s Ops Ctr directly to the dispatchers.
   - ShotSpotter has an API (Application Program Interface) that will interface with their CAD. It will cost $20,000 to $25,000 to accomplish this. NYPD’s current CAD is Integraph.

4. If yes, what type of equipment and how much equipment?
   All equipment is interfaced. This makes it easier for them to run reports on their maps and Shotspotter is an overlay on their maps.

5. Does the equipment interface with your CAD? Yes

6. When Shotspotter contacts you, what type of information do you receive, are you given?
   The alert will have XY coordinates – which will include a specific address. The alerts are supposed to be accurate within 25 meters.
7. Is there any information sent to you via email, internet (such as access to a secured internet site), or via system interface? N/A

8. When you receive reports from ShotSpotter, have you found that these are valid? What is the validity rate?
   NYPD tracks confirmation that the alert is valid when officers respond at the time of the alert and they validate it when, they find ballistic evidence, find someone who has shot a weapon, receive witness information via 911 call or when they arrive at the scene. They have confirmed that these are valid 20-25% of the time. However, when the shots are heard at night and officers respond the following day, in most cases they locate casings. (These are not tracked).

   In 8% of the notifications – officers that have responded have found that the notification was due to something other than a gunshot.

   The system was installed in March 2015 – Although Shotspotter has received approximately 50,000 activation they have filtered out 1,789 as real gunshots – these are the ones which have been sent to NYPD.

9. What are some issues or concerns that you are experiencing or have experienced?
   At this time no identified concerns. The system is up all the time, approaching 5, 9s.

10. What would you change, if anything, and why? N/A
ShotSpotter – Reference Questions

1. Agency Name – Oakland PD –
   Feb 5, 2016 @ 1408 hours
   Gary Chan, Technology and Property/Evidence Manager – Oakland PD

   (I attached Mr. Chan’s email – it includes several documents used by the City of Oakland in request for ShotSpotter.)

   Currently, ShotSpotter is deployed in Oakland’s West Side and deep East side. Sensors feed through the Communications Center. ShotSpotter employees authenticate the gunshots. Oakland is phasing in their syste, they are currently installing phase 2 and 3.

   ShotSpotter has guaranteed Oakland 80% validity.

2. How does ShotSpotter work at your agency?
   Dispatchers log on into a website – the screen is always up – It notifies the dispatcher(s) by a tone or sound at their workstation. The dispatcher receives the location and can play a recording of the actual gunshot. Oakland PD has 2 terminals always logged in. They have a Client installed on some of their vehicles.

3. Do you receive a phone call from ShotSpotter? Is there equipment installed at your agency? If so, where (at the dispatch center)? Users log into a website – Investigators have a separate portal and another component called Siren (I’m not sure how Siren operates). Email notifications are available to staff who must be notified.

4. If yes, what type of equipment and how much equipment? N/A

5. Does the equipment interface with your CAD?
   No Interface with CAD at this time – They are in the process of buying a new CAD; it is unknown at this time if the new CAD will be able to interface.

6. When Shotspotter contacts you, what type of information do you receive, are you given? N/A

7. Is there any information sent to you via email, internet (such as access to a secured internet site), or via system interface? N/A
8. When you receive reports from ShotSpotter, have you found that these are valid? What is the validity rate? ShotSpotter guarantees 80% validity but in their expert opinion it's a little less than 80%.

9. What are some issues or concerns that you are experiencing or have experienced? There are some system outages.

10. What would you change, if anything, and why? N/A

Other information:
Oakland's contract is half million dollars per year.

Suggestion to move in phases once the process begins. Oakland is currently working on their 3rd phase.

Sensors are not owned by the City and the City does not know the exact location of the sensors. This way the City is protected from having to compromise the locations of the sensors when/if requests through public records acts/laws are made.
Hi Gerardo,

Here are the council resolutions and the latest agenda report. Please let me know if you have any other questions. Have a nice weekend.

Regards,

Gary Chan
Technology and Property/Evidence Manager
Oakland Police Department
510-238-3074
RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND LOCAL/SMALL BUSINESS ENTERPRISE PROGRAM, AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PURCHASE OR LEASE OF A GUNSHOT LOCATION SYSTEM WITH SHOTSPOTTER, INC. OR A THIRD PARTY LEASING COMPANY, INCLUDING A MINIMUM ONE YEAR MAINTENANCE SERVICE AGREEMENT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED NINE DOLLARS ($288,509)

WHEREAS, the City Council allocated funds for the lease of a gunshot location technology system on June 8th 2006; and

WHEREAS, OPD and other City staff have interviewed and talked to at least five other cities using this system including, Gary Indiana, Charleston S.C., Los Angeles CA, Rochester New York and Glendale AZ, and have determined that there are no other companies other than Shot Spotter, Inc. capable of delivering a similar production system; and

WHEREAS, this gunshot location technology which has been proven to work in practice in multiple metropolitan deployments is a unique product offered only by ShotSpotter, Inc.; and

WHEREAS, there are currently no other companies that have deployed production systems or possess the experience of having deployed systems that were operational over the same or similar coverage areas required by the City; and

WHEREAS, the deployment of ShotSpotter has been proven to reduce illegal weapons possession and gunfire as much as 60% in some target areas; and

WHEREAS, the ShotSpotter system will allow the City to detect and respond to gunfire incidents within 10-15 seconds without a citizen calling 911; and

WHEREAS, the ShotSpotter system will record weapons discharge events for instant replay as well as archiving their locations for the City’s forensic, prosecutorial and crime mapping purposes; and

WHEREAS, the ShotSpotter system is the only system that has been accepted and in compliance with a sole source grant from the U.S. Department of Justice, Office of Community Policing Services; and
WHEREAS, the Oakland Municipal Code permits waiver of the City’s competitive bidding process when the City Council finds and determines that it is in the best interests of the City; and

WHEREAS, it is the belief of OPD that immediate implementation of such a system may save lives in Oakland and should therefore be pursued without delay; now, therefore, be it

RESOLVED, That pursuant to Oakland Municipal Code Title 2, Chapter 2.04, Article 2.04.050.I.5, the City Council finds and determines that it is in the City’s best interests to waive the competitive bidding process for the lease or purchase of a gun shot location system because the system is only manufactured by one vendor, ShotSpotter, Inc.; and, be it

FURTHER RESOLVED, That the City Council waives Local and Small Local Business Enterprise Program requirements for the ShotSpotter, Inc. lease or purchase agreement; and, be it

FURTHER RESOLVED, That the City Administrator is authorized to negotiate and enter into an agreement for the purchase or lease of a gunshot location system with ShotSpotter, Inc. or a third party leasing company, including a minimum one year maintenance service agreement, in an amount not-to-exceed $288,509; and, be it

FURTHER RESOLVED, That the City Attorney shall approve the purchase or lease agreement for form and legality and a copy shall be filed in the Office of the City Clerk.

376193

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 18 2006

PASSED BY THE FOLLOWING VOTE:

AYES - BRUNNER, KERNIGHAN, NADEL, QUAN, BROOKS, REID, CHANG, AND PRESIDENT DE LA FUENTE - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST: LATONDA SIMMONS
City Clerk and Clerk of the Council of the City of Oakland, California
RESOLUTION WAIVING ADVERTISING AND THE REQUEST FOR PROPOSALS/QUALIFICATIONS PROCESSES AND AWARDING A CONTRACT TO SHOTSPOTTER, INC. IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND ONE HUNDRED AND FIFTY-ONE DOLLARS ($84,151) TO IMPLEMENT, ACTIVATE AND MONITOR THE GUNSHOT LOCATION SYSTEM

WHEREAS, many cities in the United States (including Oakland) have seen an alarming rise in the number of gunshots being reported, and these increases mirror the increase in gun violence resulting in injuries or even death; and

WHEREAS, gunfire remains the leading cause of homicide death in the United States and currently of the 77 homicides recorded this year in Oakland, 74 were killed by a firearm; and

WHEREAS, in 2006, the City of Oakland entered into contract with ShotSpotter Inc., and implemented a system that covered 49% of the City with 108 sensors; and

WHEREAS, in July of this year discussions where started with respect to repairing the system, implementing a more efficient model, upgrading current equipment, and best practices training on operational advice, functionality, and corresponding effectiveness; and

WHEREAS, ShotSpotter Inc. has performed over 79 installations in 58 cities (4 countries) and is currently monitoring over 180 square miles 24 hours a day, 7 days a week, protecting over 1.5 million citizens;

WHEREAS, ShotSpotter Inc., is the only vendor proven to have time tested technology that is independently tested and proven by the US Department of Justice (DOJ) on two separate occasions (1998 and 2006) in a real-world environment; and

WHEREAS, staff recommends that it is in the best interests of the City to waive advertising and the request for proposals/qualifications (RFP/Q) processes because Shotspotter is the only vendor proven to have time tested technology that is independently tested and proven by the US Department of Justice (DOJ) on two separate occasions (1998 and 2006) in a real-world environment; now, therefore be it

RESOLVED: That the City Council does hereby authorize the City Administrator or her designee to enter into a contract with Shotspotter Inc., in an amount not to exceed $84,151 for implementation of a Gunshot Location City in the City of Oakland; and be it

FURTHER RESOLVED: That funds for this project in the amount of $50,000 shall be drawn from Fund 2999 (Special Grant Fund), and $34,151 shall be drawn from Fund 2112 (Department of Justice Grants), Project G424010 (JAG 2010 Local Grant); and be it
FURTHER RESOLVED: That the Council finds that pursuant to Oakland Municipal Code Section 2.04.051.B, for the reasons stated above, that it is in the best interest of the City to waive the advertising and RFP/Q processes based on staff's recommendation to do so; and be it

FURTHER RESOLVED: That the City Administrator or her designee is authorized to complete all required negotiations, certifications, assurances, and documentation required to accept, modify, extend and/or amend this agreement for services, except for any increase in the contract amount without returning to the City Council; and be it

FURTHER RESOLVED: That the City Attorney shall review and approve said contract with Shotspotter, Inc. as to form and legality, and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk.

FURTHER RESOLVED: That the City Administrator or her designee is authorized to complete all required negotiations, certifications, assurances and documentation required to accept, modify, extend and/or amend the grant award.

IN COUNCIL, OAKLAND, CALIFORNIA, OCT 4 2011

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF, and PRESIDENT REID - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST: ____________________________
LaTonda Simmons
City Clerk and Clerk of the Council
RESOLUTION:
AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO
1) ENTER INTO AN MOU WITH THE OAKLAND HOUSING
AUTHORITY (OHA) TO ESTABLISH AND DEFINE THE WORKING
RELATIONSHIP AND SHARED RESPONSIBILITIES BETWEEN THE
OAKLAND POLICE DEPARTMENT (OPD) AND THE OAKLAND
HOUSING AUTHORITY POLICE DEPARTMENT (OHAPD). 2) ACCEPT
$150,000 FROM OHAPD FOR THE OPD FOR A JOINT PLANNED
EXPANSION OF SHOTSPOTTER (SST) AND FOR OHAPD TO HAVE
ACCESS TO THE SYSTEM AND ITS DATA

WHEREAS, in November 2002, OHA ended its contractual agreement with the OPD,
appointing from within the department an OHAPD Chief of Police. Currently, the OHAPD has
its own Chief of Police, 2 lieutenants, 6 sergeants, 25 police officers, 8 police service aides, and a
communications/records supervisor. In addition to the 34 sworn staff members the Department
has 10 reserve police officers; and

WHEREAS, the primary purpose of the MOU is to establish that the OPD has concurrent
jurisdiction with that of the OHAPD, that OPD has primary jurisdiction throughout the City of
Oakland, and that OHAPD serves as a supplemental resource. It is understood that the OPD is
the primary law enforcement agency in the City of Oakland and has primary policing
responsibilities in all instances; and

WHEREAS, the OHAPD’s physical jurisdiction encompasses a combination of real properties
owned, or under the control of the Oakland Housing Authority (OHA) contained in the City of
Oakland. This includes 7 family residential developments, 5 senior citizen developments, and
267 scattered sites. In addition, OHA owns a number of administrative and maintenance
facilities throughout the City of Oakland.

WHEREAS, in an effort to improve public safety and partner in innovative ways to address gun
violence, the OHAPD has agreed to share the cost of the SST system and the fees associated with
the expansion of the system and ongoing maintenance. The OHAPD will have access to the data
and alerts generated by SST in the City of Oakland for its partnership and financial support of
$150,000 now, therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator, or her designee,
to enter into a MOU with the OHAPD that outlines the responsibilities of policing in the City of
Oakland and to accept $150,000 from OHAPD to offset cost of the expansion of the ShotSpotter
system and continued maintenance of the system; and be it
FURTHER RESOLVED: That the City Administrator or her designee is hereby authorized to complete all required negotiations, certifications, assurances, and documentation required to accept, modify, extend and/or amend the proposed MOU with OHAPD and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk; and be it

FINALLY RESOLVED: That the City Attorney shall review and approve said proposed MOU with OHAPD, as to form and legality.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, **, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and PRESIDENT REID - 7

NOES - 

ABSENT - 

ABSTENTION - 

Excused - Bumsor - 1

DECEMBER 4, 2012

ATTEST:

LaTonda Simmons
City Clerk and Clerk of the Council of the City of Oakland, California
RESOLUTION:
1) AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SHOTSPOTTER, INC. FOR THE PERIOD OF SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED THREE-HUNDRED AND FORTY-EIGHT THOUSAND DOLLARS ($348,000) FOR AN EXPANSION IN SERVICE AREA COVERAGE OF THE SHOTSPOTTER GUNSHOT DETECTION SYSTEM; AND 2) WAIVING THE COMPETITIVE REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/Q) PROCESS, THE ADVERTISING AND BIDDING REQUIREMENTS, AND LOCAL AND SMALL BUSINESS ENTERPRISE PROGRAMS (L/SLB) PROVISIONS FOR THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH SHOTSPOTTER, INC.

WHEREAS, on October 4, 2011, City Council, by Resolution No. 83580 C.M.S., authorized the Oakland Police Department (OPD) to enter into a Professional Services Agreement with ShotSpotter Inc. (ShotSpotter), for an annual fee of $84,000 per year. This current contract for maintenance on the existing Shotspotter technology system expires October 20, 2012; and

WHEREAS, During the Fiscal Year 2012-13 Adopted Midcycle Budget, City Council approved the expansion of the system and associated cost of $264,000 per year to be allocated for this program. This proposed expansion in service coverage, if executed, will mean ShotSpotter technology will be implemented and activated so as to cover an additional six square miles of the City. Specifically the proposed expansion will include two (2) square miles in North Oakland and four (4) square miles in the Fruitvale District; and

WHEREAS, ShotSpotter is the only vendor proven to have time tested technology that has been independently tested and proven by the US Department of Justice (US/DOJ) on two separate occasions (1998 and 2006) in a “real-world” environment. No other gunshot detection system has survived even one US/DOJ-sponsored test, let alone two tests; and

WHEREAS, OPD and other City Staff have interviewed representatives from seven (7) other municipal or county governments that have used ShotSpotter’s gunshot detection system including, Brockton, MA, East Palo Alto, CA, Nassau County NY, Rochester NY, Richmond CA, San Francisco CA, and Los Angeles CA, to assess Shotspotter’s performance track record; and

WHEREAS, OPD and other City staff have determined that ShotSpotter is the only contractor which has demonstrated an ability to implement a gunshot detection system capable of providing the gunshot detection system coverage as will be required by the proposed new agreement with the City of Oakland; and
WHEREAS, Oakland Municipal Code section 2.04.051.B permits the Council to waive the request for proposal/qualifications ("RFP/Q") requirements upon a finding that it is in the best interest of the City to do so; and

WHEREAS, Oakland Municipal Code section 2.04.050.1.5 permits the Council to waive the advertising and bidding requirements upon a finding that it is in the best interest of the City to do so; and

WHEREAS, staff recommends that it is in the best interests of the City to waive the RFP/Q process, advertising and bidding requirements, and the local and small local business enterprise program process and provisions so that the Oakland Police Department can enter into a professional services agreement with ShotSpotter to provide gunshot detection location, analysis, and forensic testimony to the City; and

WHEREAS, Council appropriated $264,000 to the Oakland Police Department General Purpose Fund (1010) budget for the purpose of the proposed ShotSpotter expansion and on August 27, 2012, The Oakland Housing Authority Board of Commissioners authorized the Oakland Housing Authority to enter into an agreement with the Oakland Police Department and to contribute funding in the amount of $225,000 over the next two years to offset the cost of the ShotSpotter expansion; now, therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator, or her designee, to enter into a Professional Services Agreement with ShotSpotter Inc. (ShotSpotter), for the period of September 1, 2012 through August 31, 2013 in an amount not to exceed $348,000, for the expansion of the City’s ShotSpotter gunshot detection system as well as to fund the current ShotSpotter technology system in use in the City, with two one (1) year options to extend the proposed agreement. Such options to extend the agreement are contingent upon the availability of funding; and be it

FURTHER RESOLVED: That pursuant to Oakland Municipal Code sections 2.04.051.B and 2.04.051.1.5, for the reasons stated above and in the City Administrator’s report accompanying this resolution, that it is in the City’s best interests to waive the advertising and bidding requirements and the request for RFP/Q process for the products and services to be purchased under this proposed contract and so waives such requirements; and be it

FURTHER RESOLVED: That funds are available in the Oakland Police Department’s operating budget; General Purpose Fund (1010), Organization Police Information Technology (106410), Account Miscellaneous Contract Services (54919), Project ShotSpotter (P459310), and Program Agencywide Administration(PS01) and upon agreement, the Oakland Housing Authority will contribute $225,000 to offset the cost of the ShotSpotter expansion; and be it

FURTHER RESOLVED: that the City Council hereby waives the Local and Small Local Business Enterprise Program (L/SLB) Provisions for the proposed contract with ShotSpotter Inc.; and be it

FURTHER RESOLVED: That the City Administrator or her designee is hereby authorized to complete all required negotiations, certifications, assurances, and documentation required to
accept, modify, extend and/or amend the proposed agreement with ShotSpotter Inc.; and be it

FURTHER RESOLVED: That the City Attorney shall review and approve said proposed Professional Services Agreement with ShotSpotter Inc., as to form and legality and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk.

OCT 02 2012

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

[Signature]

ATTEST: LaTonda Simmons
City Clerk and Clerk of the Council of the City of Oakland, California
Staples 26637 2-Hole Punch, 28 Sheet Capacity

Item: 799825  Model: 26637-GG  (400) | Write a Review

$11.87
Each

1  ADD TO CART

Expected Delivery By: 1 - 6 Business Days

- Special Financing Available
- Free Pick Up In Store
- ShopRunner Eligible [Learn More | Sign in]

Product Details
- Punches up to 28 sheets of standard 20-lb. paper
- Durable steel construction
- Punch size: two 1/4" holes that are center-to-center

Add to Favorites

Frequently Bought Together

Staples 26637 2-Hole Punch, 28 Sheet Capacity

$19.86
For Both Items
ADD BOTH TO CART

Staples® Manila File Folders, Letter, 3 Tab, Assorted

TO: HENRY L. GARDNER  
INTERIM CITY ADMINISTRATOR  

FROM: Sean Whent

SUBJECT: ShotSpotter Contract Extension and System Expansion

DATE: October 6, 2014

City Administrator Approval

Date 10-15-15

COUNCIL DISTRICT: City-wide

RECOMMENDATION

Staff recommends that the City Council adopt this Resolution Authorizing the City Administrator to enter into an Agreement with SST, Inc. to 1) Expand the ShotSpotter Coverage Area (Phase III), in an amount not to exceed $146,600.00; 2) Extend Coverage for the Period of October 21, 2014 to April 18, 2015 (Phase I), in an Amount Not to Exceed $41,425.00, With an Option to Renew for Two Additional One-Year Terms at a Cost of $84,000 Annually, for a Total Contract Amount Not To Exceed $356,025.00; and 3) Waiving the Competitive Request For Proposal/Qualifications (RFP/Q) Process, the Advertising and Bidding Requirements, and Local and Small Local Business (L/SLB) Enterprise Program Provisions for the Contracts with SST, Inc..

OUTCOME

Increasing the overall coverage area of ShotSpotter will enhance the ability of the Oakland Police Department (OPD) to provide the citizens of Oakland with a long-term crime deterrence tool – awareness of all gunfire incidents and cumulative data collection enables proactive crime analysis and strategic deterrence.

Extension of the current maintenance contract (Phase III) with SST, Inc. will provide OPD with continuous use of this response tool, investigative module, community awareness tool, and gunshot predictor. Aligning the maintenance contract end-dates will provide a more efficient budgeting process and the Shot Spotter system would be maintained without interruptions.

BACKGROUND / LEGISLATIVE HISTORY

OPD entered into the original contract with SST, Inc. in 2006 (Resolution No. 80075 C.M.S.). The original ShotSpotter system (Phase I) covered 6.2 square miles of the City. The system was repaired and reactivated in 2011 (Resolution No. 83580 C.M.S.). The system was expanded in 2012 (Resolution No. 84058 C.M.S.) to cover an additional 6.4 square miles (Phase II).
total coverage area for the current ShotSpotter system comprises 12.6 square miles. The Oakland Housing Authority contributed $150,000 toward Phase II expansion (Resolution No. 84119 C.M.S.).

Beyond being a crime fighting tool, ShotSpotter is used as a community awareness and relationship building resource for OPD. ShotSpotter has two major components:

**Gunshot Notifications (ShotSpotter Flex™ Alert)**

ShotSpotter Flex instantly notifies officers of gunshot crimes in progress with real-time data delivered to OPD Communications Section and patrol vehicles. This service enhances officer safety and effectiveness through:

- Real-time access to maps of shooting locations
- Actionable intelligence detailing the number of shooters and the number of shots fired
- Pinpoints precise locations for first responders aiding victims, searching for evidence and interviewing witnesses

**Investigative Component (ShotSpotter Flex™ Investigator Portal)**

ShotSpotter gunfire data enables intelligent analysis which would allow command staff to position resources at the appropriate time while reducing violence and to transform OPD from a reactive to proactive policing strategy. It provides critical information for better and timely resource allocation. For example, directed patrols can focus in areas where gunfire is habitually detected.

In accordance with the March 4, 2014 vote by the City Council the ShotSpotter system will not be connected to the Domain Awareness Center (DAC).

**ANALYSIS**

Phase I’s maintenance contract expired on October 20, 2014, per Resolution No. 80075 C.M.S.. Staff recommends extending the maintenance coverage through April 18, 2015, in order to align with Phase II’s maintenance contract and the potential implementation of Phase III. Aligning Phases I and II maintenance contracts will improve contract renewal and budgeting efficiencies.

The proposed expansion area (Phase III) covers approximately 2.78 square miles and includes portions of downtown Oakland (Jack London Square to 27th Street), Cleveland Heights (east of Lake Merritt to I-580 and Park Boulevard) and Maxwell Park (east of High Street to I-580 and Mills College). The expanded system will cover 15.38 square miles (Attachment A).
Once Phase III is approved, SST, Inc. will require approximately four months for planning and establishing Memorandum of Understandings (MOU) with property owners where proposed sensors would be located. OPD anticipates an additional three months to complete installation, wiring, and testing. Phase III’s projected go-live date is April 15, 2015.

PUBLIC OUTREACH/INTEREST

“The communities most affected by gunfire are least likely to call it in. With fewer than 1 in 5 shooting incidents reported to 9-1-1, gun crime is vastly underreported. When 9-1-1 calls are made, unfortunately the information provided is typically inaccurate. Without knowing exactly where to respond, police waste valuable time and resources driving block by block looking for evidence as criminals escape the scene. Dispatching officers to an active shooting without all available intelligence is a threat to officer safety and needlessly places the public at risk.”

Expanding the ShotSpotter system will provide another tool for OPD that will act as a force multiplier and increase the likelihood of apprehending subject(s) involved in gun-related violent crime. OPD posts ShotSpotter data monthly on its website (www.oaklandpolice.com, on the left side of the page, under “Our Services,” click on “Crime Statistics”) to enhance transparency and accountability. A copy of the most recent (July 2014) statistics is attached to this report (Attachment B).

COORDINATION

The Budget Division and the City Attorney’s Office were consulted during preparation of this report.

1 SST, Inc. website: http://www.ShotSpotter.com

Item: 
Public Safety Committee
October 28, 2014
COST SUMMARY / IMPLICATIONS

Phase III Expansion Costs

<table>
<thead>
<tr>
<th>Coverage Area</th>
<th>Area (m²)</th>
<th>Total for 1st Year (Includes Startup Fees)</th>
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</thead>
<tbody>
<tr>
<td>Maxwell Park (Figure 2)*</td>
<td>0.33</td>
<td>$14,850</td>
</tr>
<tr>
<td>Cleveland Heights (Figure 3)*</td>
<td>0.30</td>
<td>$13,500</td>
</tr>
<tr>
<td>Downtown (Figure 4)*</td>
<td>2.15</td>
<td>$18,250</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>2.78</strong></td>
<td><strong>$146,600</strong></td>
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</table>

* See Attachment A for map outline

Phase I Maintenance Contract

<table>
<thead>
<tr>
<th>Phase</th>
<th>Area (Sq. Miles)</th>
<th>Annual Maintenance</th>
<th>Maintenance Funds</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>I</td>
<td>6.0</td>
<td>$84,000</td>
<td>$41,425</td>
<td>10/21/14 – 4/18/15</td>
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<tr>
<td>I</td>
<td>6.0</td>
<td>$84,000</td>
<td>$168,000</td>
<td>two 1-year extensions (if needed)</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$209,425</strong></td>
<td></td>
<td></td>
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</tbody>
</table>

During the FY2014-15 mid-cycle budget process, City Council appropriated $494,600 for ShotSpotter ($348,000 for ongoing expenses and $146,600 for the Phase III expansion).

This project will be funded through the General Purpose Fund (1010), Information Technology Unit Org. (106410), Contract Services Account (54919), Projects (P459310 and 0000000), Agency-wide Administration Program (PS01). The Ceasefire Program Director and the OPD Technology and Property & Evidence Manager will monitor this system.

PAST PERFORMANCE, EVALUATION AND FOLLOW-UP

Tracking number of homicides alone does not reveal the true scope of gun crime. For every homicide committed with a gun, there can be upward of 100 gunfire incidents. To make neighborhoods safe, it is essential to employ a system that delivers accurate and real-time picture of gun crime. A recent audit of data from the current ShotSpotter system data indicates a gun is fired every 124 minutes in Oakland. Each system activation involves approximately four (4) rounds fired. In 2013, a total of 16,557 rounds (about 45 rounds per day) of ammunitions were fired in the covered areas.

SST, Inc.’s forensic reports have provided evidence to support criminal cases as well as evidence in liability cases for the City such as officer involved shootings. In 2013, SST, Inc. completed 17
reports for OPD that provided law enforcement and criminal justice professionals with detailed audio and incident analysis. These reports contain court-admissible evidence and are used frequently in court cases and prosecutions. SST, Inc. also provides expert testimony to review details of the reports and technical expertise on the technology as part of the maintenance contract.

**SUSTAINABLE OPPORTUNITIES**

**Economic:** Timely response to crime scenes and improved crime analysis capability will result in resource optimization. OPD can focus efforts on crime trends and patterns while enhancing police services delivery. This will provide a safer atmosphere for Oakland residents and businesses.

**Environmental:** There are no environmental issues associated with this report.

**Social Equity:** Continued utilization of the SST, Inc.'s ShotSpotter System will increase the likelihood of apprehending suspects involved in gun-related crimes in those areas serviced by the system. Shot Spotter data is accessible to the community on OPD website.

For questions regarding this report, please contact Gary Chan, Technology and Property & Evidence Manager at (510) 238-3074.

Respectfully submitted,

Sean Whent
Chief of Police
Oakland Police Department

Prepared by:
Gary Chan
Technology and Property & Evidence Manager
Oakland Police Department

**Attachment A** – ShotSpotter coverage area map
**B** – City of Oakland ShotSpotter Report – August 2014

- Resolution

Item: 
Public Safety Committee
October 28, 2014
Attachment A

Shot Spotter Existing [dark outline] and Proposed Expansion [light outline] Coverage Areas

Phase I (Activated in 2006): 6.2 square miles
East Oakland: East of High Street to 106th Avenue
West Oakland: East of Highway 980 to Frontage Road

Phase II (Activated in 2013): 6.4 square miles
East Oakland: West of High Street to Park Boulevard
North Oakland: North of Highway 580 to Alcatraz Avenue

Phase III (proposed): 2.78 square miles
Downtown Oakland: Jack London Square to about 27th Street
Cleveland Height area: East of Lake Merritt to Highway 580 & Park Boulevard
Maxwell Park: East of High Street to Highway 580 & Mills College
CITY OF OAKLAND SHOT SPOTTER REPORT
August 2014

**Shot Spotter Data**

<table>
<thead>
<tr>
<th>Incident Type</th>
<th>July</th>
<th>August</th>
<th>% Change</th>
<th>August 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Incidents Captured</td>
<td>247</td>
<td>284</td>
<td>15%</td>
<td>438</td>
</tr>
<tr>
<td>Multiple Gunshots</td>
<td>197</td>
<td>192</td>
<td>-3%</td>
<td>250</td>
</tr>
<tr>
<td>Single Gunshot</td>
<td>31</td>
<td>62</td>
<td>258%</td>
<td>143</td>
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<tr>
<td>Possible Gunshot(s)</td>
<td>19</td>
<td>30</td>
<td>58%</td>
<td>45</td>
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</table>

**Reported Incidents**

<table>
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<tr>
<th>Incident Type</th>
<th>July</th>
<th>August</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Homicide Count</td>
<td>7</td>
<td>1</td>
<td>-86%</td>
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<tr>
<td>Assault with a Deadly Weapon – Firearm</td>
<td>48</td>
<td>42</td>
<td>-13%</td>
</tr>
<tr>
<td>Gunshot Calls To Dispatch (Citywide)</td>
<td>374</td>
<td>230</td>
<td>-39%</td>
</tr>
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**Most Active Beats**

<table>
<thead>
<tr>
<th>Beat</th>
<th>Gunshot Calls</th>
<th>Shot Spotter Calls</th>
<th>Combined Calls</th>
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<tbody>
<tr>
<td>25X</td>
<td>16</td>
<td>30X</td>
<td>30X</td>
</tr>
<tr>
<td>21Y</td>
<td>15</td>
<td>34X</td>
<td>34X</td>
</tr>
<tr>
<td>29X</td>
<td>12</td>
<td>35X</td>
<td>27X</td>
</tr>
<tr>
<td>06X</td>
<td>9</td>
<td>32X</td>
<td>36X</td>
</tr>
<tr>
<td>02X</td>
<td>8</td>
<td>27X</td>
<td>21Y</td>
</tr>
<tr>
<td>27X</td>
<td>8</td>
<td>24X</td>
<td>27X</td>
</tr>
<tr>
<td>32Y</td>
<td>8</td>
<td>21Y</td>
<td>35X</td>
</tr>
<tr>
<td>17Y</td>
<td>7</td>
<td>27Y</td>
<td>21Y</td>
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<tr>
<td>24X</td>
<td>7</td>
<td>30Y</td>
<td>32X</td>
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</table>

*Shot Spotter coverage is not citywide, gunshot calls is citywide*

Item: ____________________________
Public Safety Committee
October 28, 2014
Incidents by Day of Week and Time of Day

<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Count</th>
<th>Time of Day</th>
<th>Count</th>
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<td>40</td>
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</tr>
<tr>
<td>Tuesday</td>
<td>20</td>
<td>0300-0559</td>
<td>17</td>
</tr>
<tr>
<td>Wednesday</td>
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August 2014

Item: ___________
Public Safety Committee
October 28, 2014
WEST OAKLAND (Area's 1-3) SHOT SPOTTER INCIDENTS

Area 1: 9 Incidents  Area 2: 5 Incidents  Area 3: 57 Incidents

August 2014
EAST OAKLAND SHOT SPOTTER INCIDENTS
Area 4: 72 Incidents       Area 5: 141 Incidents       Unknown Beat: 0

*More than one sensor may pick-up a single incident

August 2014
RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH SST, INC. TO: 1) EXPAND THE SHOTSPOTTER COVERAGE AREA (PHASE III), IN AN AMOUNT NOT TO EXCEED $146,600.00; 2) EXTEND COVERAGE FOR THE PERIOD OF OCTOBER 21, 2014 TO APRIL 18, 2015 (PHASE I), IN A PRO-RATED AMOUNT NOT TO EXCEED $41,425.00, WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS AT A COST OF $84,000.00 ANNUELY, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $356,025.00; AND 3) WAIVING THE COMPETITIVE REQUEST FOR PROPOSAL / QUALIFICATIONS (RFP/Q) PROCESS, THE ADVERTISING AND BIDDING REQUIREMENTS, AND LOCAL AND SMALL LOCAL BUSINESS (L/SLB) ENTERPRISE PROGRAM PROVISIONS FOR THE CONTRACTS WITH SST, INC.

WHEREAS, the ShotSpotter gunshot location technology currently in use in the City of Oakland has proven to be a valuable tool for the Oakland Police Department (OPD) in the accurate deployment of police personnel and the reduction in the response time by police to the scene of a gunfire incident; and

WHEREAS, the City Council desires to the enter into a Professional Services Agreement with SST, Inc., for the period of April 19, 2014 through April 18, 2016, in an amount not to exceed $146,600, for the expansion of the City's ShotSpotter gunshot detection system (Phase III), as well as funds up $209,425 to cover maintenance contracts for the current ShotSpotter technology system (Phase I) now in use in the City; and

WHEREAS, on June 8, 2006 and again on July 10, 2006, the City Council, by Resolution Nos.80007 C.M.S. and 80057 C.M.S., respectively, authorized OPD to enter into an agreement with Shotspotter, Inc., now known as SST, Inc., for the initial ShotSpotter coverage area (Phase I); and

WHEREAS, on October 4, 2011, the City Council, by Resolution No. 83580 C.M.S., authorized OPD to enter into a Professional Services Agreement with SST, Inc., for an annual subscription fee of $84,000 per year, and the current contract extension for maintenance on the existing ShotSpotter technology system expires on October 20, 2014; and

WHEREAS, the OPD desires to extend the subscription contract with SST, Inc. for the period of October 21, 2014 through April 18, 2015, at a pro-rated annual cost of $41,425, with an option to renew for two additional one-year terms at an annual cost of $84,000 per year; and
WHEREAS, during the Fiscal Year 2014-15 Adopted Mid-cycle Budget process, City Council appropriated $494,600 to the Oakland Police Department General Purpose Fund (1010) budget for ShotSpotter ($146,600 for the Phase III expansion and $348,000 for ongoing expenses); and

WHEREAS, SST, Inc. is the only vendor proven to have time tested technology that has been independently tested and proven by the US Department of Justice (US/DOJ); and

WHEREAS, OPD and other City staff have determined that SST, Inc. is the only contractor which has demonstrated an ability to implement a gunshot detection system capable of providing the gunshot detection system coverage as will be required by the proposed agreement with the City of Oakland; and

WHEREAS, Oakland Municipal Code section 2.04.051.B permits the Council to waive the request for proposal/qualifications ("RFP/Q") requirements upon a finding that it is in the best interest of the City to do so; and

WHEREAS, Oakland Municipal Code section 2.04.050.1.5 permits the Council to waive the advertising and bidding requirements upon a finding that it is in the best interest of the City to do so; and

WHEREAS, staff recommends that it is in the best interests of the City to waive the RFP/Q process, advertising and bidding requirements, and the local and small local business enterprise program process and provisions so that the Oakland Police Department can enter into a professional services agreement with ShotSpotter to provide gunshot detection location, analysis, and forensic testimony to the City; now, therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator, or designee, to enter into a Professional Services Agreement with SST, Inc., for the period of October 21, 2014 through April 18, 2016, in an amount not to exceed $146,600, for the expansion of the City's ShotSpotter gunshot detection system; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Administrator, or designee, to enter into a Professional Services Agreement with SST, Inc. for the period of October 21, 2014 through April 18, 2015, in an amount not to exceed $41,425, for the extension of subscription services for ShotSpotter (Phase I), with two additional one-year options to renew at $84,000 per year; and be it

FURTHER RESOLVED: That pursuant to Oakland Municipal Code sections 2.04.051.B and 2.04.051.1.5, for the reasons stated above and in the City Administrator's report accompanying this resolution, that it is in the City's best interests to waive the advertising and bidding requirements and the request for RFP/Q process for the products and services to be purchased under this proposed contract and so waives such requirements; and be it
FURTHER RESOLVED: City Council appropriated $494,600 for ShotSpotter ($348,000 for ongoing expenses and $146,600 for the Phase III expansion) during the FY2014-15 mid-cycle budget process to fund this project; and be it

FURTHER RESOLVED: That this project shall be funded from the General Purpose Fund (1010), Information Technology Unit Org. (106410), Contract Services Account (54919), Projects (P459310 and 0000000), Agency-wide Administration Program (PS01); and be it

FURTHER RESOLVED: that the City Council hereby waives the Local and Small Local Business Enterprise Program (L/SLB) Provisions for the proposed contract with SST, Inc.; and be it

FURTHER RESOLVED: That the City Administrator, or designee, is hereby authorized to complete all required negotiations, certifications, assurances, and documentation required to accept, modify, extend and/or amend the proposed agreement with SST, Inc.; and be it

FURTHER RESOLVED: That the City Attorney shall review and approve said proposed Professional Services Agreement with ShotSpotter Inc., as to form and legality and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST:

LaTonda Simmons
City Clerk and Clerk of the Council of the City of Oakland, California
Owens, Mari

From: Mc Manus, Terrence
Sent: Monday, February 08, 2016 9:24 AM
To: Sullivan, Marta
Subject: FW: Shot Spotter

Here you go:

From: Stephan, Summer [mailto:summer.stephan@sdcda.org]
Sent: Friday, February 05, 2016 10:44 AM
To: Bush, Michelle; Mallett, Luis; Mc Manus, Terrence
Cc: Stephan, Summer; Rodriguez, Jesse
Subject: Shot Spotter

Chief McManus- I'm connecting you with our Admin/Fiscal Chief Michelle Bush and Assistant Chief Luis Mallett so that you can coordinate with your fiscal person at SDPD. Please see the pricing below. I relayed to Chief McManus that it would be SDPD that would enter into the contract, not the DA's office but we would be transferring the funds for the first year. I don't know the answers to the question of whether Shot Spotter requires a multi-year contract or whether we can have a one year pilot and go from there. Please let me know if I can be of further assistance. Thank you, Summer

Summer Stephan
Chief Deputy District Attorney, San Diego County
330 W. Broadway, suite 1300, San Diego, CA 92101
Desk: 619-531-4201 Cell: 858-736-1194
Email: summer.stephan@sdcda.org

From: Mallett, Luis
Sent: Friday, February 05, 2016 9:26 AM
To: Bush, Michelle; Stephan, Summer
Cc: Rodriguez, Jesse
Subject: RE: SST

Good morning All:

The vendor has a 3 square mile minimum.

Using the information I have received from the vendor:
"standard pricing, a 3.0 square mile of ShotSpotter coverage would be $235,000 for the first year of service ($195,000 for the coverage area and $40,000 in one-time only fees for implementation and agency training). The renewal cost after Year One would be $195,000."

So $ 235,000 initial costs and $ 195,000 for each future year of service.

Luis
Owens, Mari

From: Shen, Jennifer
Sent: Friday, March 25, 2016 5:14 PM
To: Dulaney, Tanya
Subject: FW: SDPD/ATF

Let's make this happen!
😊

Jennifer Shen
Crime Laboratory Manager
City of San Diego
San Diego Police Department

T (619) 531-2655
C (858) 945-7145
JSHEN@pd.sandiego.gov

SD

CONFIDENTIAL COMMUNICATION
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From: Monique.Y.Villegas@usdoj.gov
Sent: Friday, March 25, 2016 5:10 PM
To: Shen, Jennifer
Cc: Kaye, Charles; Mc Manus, Terrence; Blair.Perez@usdoj.gov
Subject: Re: SDPD/ATF

Yes. That was supported and approved last week. We can go forward with that.

ASAC Mo Villegas
202-510-1043

On Mar 25, 2016, at 4:48 PM, Shen, Jennifer <jshen@pd.sandiego.gov> wrote:

   Monique, one topic of discussion was utilizing ATF personnel to assist in the IBIS entries. Is that option still on the table?
   Thank you, Jennifer

   Jennifer Shen
   Crime Laboratory Manager
   City of San Diego
   San Diego Police Department
Hello Monique,

I would be happy to meet and I am appreciate being included.

I have attended other meetings and discussed some of the issues with Jennifer Shen. Are you available the week of April 5th?

Thanks,

Chuck

----- Original Message ----- 

From: Kaye, Charles  
Sent: Friday, March 25, 2016 4:06 PM  
To: Monique.Y.Villegas@usdoj.gov  
Cc: Mc Manus, Terrence; Blair.Perez@usdoj.gov; Shen, Jennifer  
Subject: RE: SDPD/ATF 

Sir,  
I apologize for re-sending a meeting update, when you had already declined it a few weeks ago. I would like to meet with you at some point to discuss the Shotspotter, NIBIN, and how ATF can assist the San Diego PD with a crime gun task force. I am not sure if you attended the CGIC briefing that ATF and the U.S. Attorney’s Office hosted last October, I only recall meeting the Chief and the Lab Director, but we presented the concept of successful partnerships utilizing NIBIN, shotspotter, etc.
Let me know when you have some time so we can discuss further. Thank you in advance.

Monique (Mo) Villegas  
Assistant Special Agent in Charge  
San Diego Field Office  
Los Angeles Field Division  
Office: 858-966-1017  
Cell: 202-510-1043  
Email: monique.villegas@atf.gov

"Leadership is not a position or a title, it is action and example."
Hi Terry. Thank you for your voicemail. I understand.

I'll work directly through you on all the details until you instruct otherwise. Appreciate it.

Safe travels,

Lydia

Lydia Barrett
SST, Inc. (ShotSpotter)
US West, Public Safety Solutions
Cell: 650.833.9534
lbarrett@shotspotter.com

Good afternoon Luis. I hope this finds you well.

I met last week with SDPD and others there to begin to define the potential ShotSpotter coverage areas. SDPD is making some changes to the areas and I expect they will be able to provide me their input soon. Once I receive that information, I will be able to develop a budgetary proposal for you all.

If you don’t mind me waiting until I receive the information from SDPD before doing the proposal, that would be appreciated. Please let me know if you are okay with that. I am copying Asst. Chief Terry McManus on this email if he has any additional comments.

My kindest regards,

Lydia

Lydia Barrett
SST, Inc. (ShotSpotter)
US West, Public Safety Solutions
Cell: 650.833.9534
lbarrett@shotspotter.com

From: Lydia Barrett <lbarrett@shotspotter.com>
Date: Tuesday, February 23, 2016 at 3:06 PM
To: "Mallett, Luis" <luis.mallett@sdcda.org>
Subject: Re: Requesting no obligation proposal from San Diego County
Good afternoon Luis. Please see my responses to your questions below in RED and ALL CAPS. I can easily produce a budgetary proposal for you that is not obligatory. This could provide you with a much better idea of the pricing needed, and again, there is no obligation on your part.

I am scheduled to meet (via conference call) with a few folks from SDPD and Blair Perez at the USAO this Thursday, Feb. 25, to review proposed ShotSpotter coverage areas based on crime data SDPD provided me a few weeks ago. Having these areas identified (at least to some degree) will provide a clearer proposal and costing. I believe that I’ll be able to get that proposal to you all quickly after Thursday’s meeting. I know that I invited Frank Johnson to the meeting but I don’t believe he’s able to make that. Please let me know if you’d like me to include you in the invite.

Please see my other notes in your previous email below, and I’m happy to provide any other information you need. My kindest regards,

Lydia

Lydia Barrett
SST, Inc. (ShotSpotter)
US West, Public Safety Solutions
Cell: 650.833.9534
lbarrett@shotspotter.com

From: "Mallett, Luis" <luis.mallett@sdcds.org>
Date: Monday, February 22, 2016 at 3:19 PM
To: Lydia Barrett <lbarrett@shotspotter.com>
Subject: Requesting no obligation proposal from San Diego County

Hello, Lydia.

I hope all is well with you.

Thank you for the information you have provided. At this time we do not have a specific area identified for coverage by ShotSpotter. However, can you provide the following information:

- What is the minimum coverage area? What is the increment used to increase beyond the coverage area (i.e., half a square mile, a square mile, etc.). A MINIMUM OF 3 CONTIGUOUS SQUARE MILES IS REQUIRED TO BEGIN WITH. WE HAVE LEARNED THAT THERE NEEDS TO BE A MINIMUM SQUARE MILEAGE TO EFFECTIVELY HAVE A POSITIVE IMPACT ON THE GUN VIOLENCE ISSUE IN THOSE AREAS. MOST AGENCIES OF A CITY OF SAN DIEGO’S SIZE START WITH ABOUT 5-7 SQUARE MILES AND THEN EXPAND TYPICALLY AFTER YEAR ONE. FIRST EXPANSIONS USUALLY DOUBLE A CITY’S COVERAGE AREA, BUT THEY CAN BE IN SMALLER INCREMENTS. WE REQUIRE THAT ANY NON-CONTIGUOUS AREA BE AT LEAST A 3 SQUARE MILE MINIMUM. IF YOU WANT TO EXPAND TO A CONTIGUOUS SHOT-PUTTER AREA, THE MINIMUM WOULD BE 1 SQUARE MILE. FOR EXAMPLE, IF SAN DIEGO BEGAN WITH 7 SQUARE MILES IN TWO AREAS – ONE AREA OF 4 SQUARE MILES, AND ONE AREA OF 3 SQUARE MILES – AND THEN DECIDED TO EXPAND ANOTHER 3 SQUARE MILES IN THE FUTURE, THAT 3 SQUARE MILE EXPANSION COULD BE NON-CONTIGUOUS TO THE OTHER NON-CONTIGUOUS AREAS OR IT COULD BE ATTACHED TO ANY OF THE OTHER TWO AREAS IN ANY INCREMENT, E.G. 1 SQUARE MILE ATTACHING TO THE EXISTING 4 SQUARE MILE AREA AND THE OTHER 2 NEW SQUARE MILES ATTACHING TO THE EXISTING 3 SQUARE MILE AREA. IF SAN DIEGO WANTED TO EXPAND LESS THAN 3 SQUARE MILES AFTER YEAR ONE, THAT WOULD BE FINE AS LONG AS THOSE EXPANSIONS WERE CONTIGUOUS TO THE EXISTING AREAS. BOTTOM LINE, FOR TECHNOLOGICAL AND OPERATIONAL EFFECTIVENESS, WE LIKE TO NOT HAVE ANY SINGLE AREA OF SHOTSPOTTER COVERAGE LESS THAN 3 SQUARE MILES.

- Is there a minimum number of years required for a contract? THE MINIMUM IS A ONE YEAR CONTRACT, ALTHOUGH SOME OF OUR AGENCIES SIGN A MULTI-YEAR CONTRACT MAKING THE CITY APPROVAL AND
BUDGETING PROCESS MORE STREAMLINED, AND ADDING SIGNIFICANT SAVINGS. IF YOU SIGN A ONE-YEAR CONTRACT, THERE IS NO OBLIGATION FOR YOU TO RENEW THE SERVICE. AS A NOTE, OUR RETENTION RATE IS EXCELLENT, AND IT IS VERY RARE THAT A CUSTOMER CITY DOES NOT RENEW A CONTRACT. IN FACT, WE TYPICALLY SEE OUR CUSTOMERS EXPANDING THEIR COVERAGE AREAS AFTER YEAR ONE, IN MOST CASES, DOUBLING OR MORE THEIR SIZE. MANY OF OUR CUSTOMERS HAVE DONE EXPANSIONS MORE THAN 3-4 TIMES. GOOD EXAMPLES INCLUDE: SAN FRANCISCO – 4 EXPANSIONS TO ALMOST 17 SM; NYC – STARTED AT 15 SM AND NOW PLANNING TO EXPAND TO 60 SM; DENVER – FIRST YEAR OF 3 SM AND NOW EXPANDING TO 9 SM; FRESNO – FIRST YEAR OF 3 SM AND NOW EXPANDING TO 6 SM; MILWAUKEE – 3 EXPANSIONS TO 12 SM; BOSTON - 3–4 EXPANSIONS TO ALMOST 15 SM; SACRAMENTO – FIRST YEAR OF 3 SM AND NOW EXPANDING TO 6 SM; MINNEAPOLIS - 2–3 EXPANSIONS TO ALMOST 7 SM, ETC. IF AN AGENCY SIGNS A MINIMUM OF 3 YEARS AS A MULTI-YEAR CONTRACT AND PAYS UPFRONT, WE WILL ELIMINATE ALL THE IMPLEMENTATION COSTS WHICH IS A SAVINGS OF $10,000 PER SM, WHICH CAN BE A SIGNIFICANT SAVINGS.

• Will the renewal costs increase? If so, when? OUR ANNUAL RENEWAL COSTS HAVE CHANGED VERY LITTLE SINCE WE MOVED TO THE SUBSCRIPTION MODEL ALMOST 5 YEARS AGO. WE PURPOSELY KEEP THE COSTS LOW TO ALLOW AFFORDABILITY AND USE BY MANY AGENCIES AND CITIES. WE DO NOT AUTOMATICALLY INCREASE RENEWAL COSTS ON AN ANNUAL BASIS. OVER TIME AND WITHIN ABSOLUTE REASON, THERE MAY BE INCREMENTAL INCREASE IN THE ANNUAL RENEWAL COST – BUT IT WOULD BE JUST A SMALL PERCENTAGE TO ACCOUNT FOR ANY INCREASES IN NORMAL COST OF BUSINESS. WE WOULD ENSURE THAT WE COULD GIVE PLENTY OF NOTICE AND TIME FOR AGENCIES TO PROCESS THIS THROUGH ANY CITY APPROVAL PROCESS. WE WORK VERY CLOSELY WITH OUR CUSTOMER CITIES TO ENSURE THEY SEE AND REALIZE THE VALUE OF SHOTSPOTTER SO THAT APPROVALS FOR FUTURE BUDGETS FOR SHOTSPOTTER ARE JUSTIFIED AND PROVEN IN PRACTICAL, REPORTABLE RESULTS TO THE CITIES AND COMMUNITIES. OUR COMPANY’S BUSINESS MODEL IS BASED ON RENEWALS, SO THIS IS A CRITICAL ASPECT OF HOW WE WORK WITH OUR CUSTOMERS TO BUILD MEASURABLE AND REPORTABLE OUTCOMES OF SHOTSPOTTER RESULTS FOR THEM TO BE TRANSPARENT AND ACCOUNTABLE TO THEIR CITIES. OUR SHOTSPOTTER SCORECARD PROGRAM (RESULTS/OUTCOMES USING SHOTSPOTTER DATA AND INTELLIGENCE) IS A MAJOR DRIVER OF THIS.

• Explain what happens if more area is added after execution of the first contract? How might pricing or the contract term change? I THINK I ANSWERED MOST OF THIS IN THE FIRST BULLET, BUT ALSO WANTED TO ADD THAT WE TYPICALLY WILL CREATE A CO-TERMINUS DATE FOR ANNUAL RENEWALS WHEN A CITY HAS MULTIPLE EXPANSIONS SO THE CONTRACT APPROVAL AND RENEWAL PAYMENT PROCESSING IS MOST EFFICIENT FOR THE CUSTOMER. PLEASE LET ME KNOW IF YOU HAVE ADDITIONAL QUESTIONS ON THIS IN PARTICULAR.

• If the contract is not renewed, what happens to the data and equipment? IF YOU CHOOSE NOT TO RENEW, THE DATA THAT YOU COLLECTED DURING YOUR CONTRACT PERIOD IS YOURS TO USE WITHIN THE NORMAL CONSTRUCT OF OUR CONTRACT, MEANING YOU COULD USE IT AS YOU WOULD NORMALLY USE TO DO RESPONSE AND ANALYSIS (PAST DATA OF COURSE WOULD BE USED FOR ANALYSIS). WE WOULD TYPICALLY REMOVE OUR SENSOR EQUIPMENT AND OF COURSE, THIS WOULD BE DONE AT NO COST TO SAN DIEGO.

Also, can you provide a no obligation line-item proposal for the minimum coverage area. Include any yearly ongoing costs and any increases and what is included in them, and onetime costs and what is included in them. IF YOU DON’T MIND WAITING ON THIS UNTIL I MEET WITH THE SDPD AND USAO FOLKS THIS Thursday, I WILL GET THIS INITIAL BUDGETARY PROPOSAL TO YOU THAT WILL HAVE MUCH MORE DEFINED AREAS OF POTENTIAL COVERAGE AND COSTS. I WILL DEVELOP THE PROPOSAL WITH “MENU OPTIONS” ON THE COVERAGE SIZES.

THANKS SO MUCH AGAIN LUIS, AND PLEASE LET ME KNOW IF YOU NEED ADDITIONAL INFORMATION IN THE INTERIM.

If you need any additional information to prepare a no obligation proposal, please let me know.
Thank you.

Luis
Owens, Mari

From: Guaderrama, Albert  
Sent: Friday, January 08, 2016 7:32 AM  
To: Haley, Chris  
Subject: FW: Next Steps - Regarding Shot Spotter

Hey Chris,

Any update on the collection of data for this project??

Thanks

Al

From: Perez, Blair (USACAS) [mailto:Blair.Perez@usdoj.gov]  
Sent: Thursday, January 07, 2016 5:52 PM  
To: Mc Manus, Terrence  
Cc: Guaderrama, Albert  
Subject: RE: Next Steps - Regarding Shot Spotter

Hello Terry-
There is no timetable or deadline that was set for ShotSpotter or for the CGIC, except to move precipitously and deliberately to get them both up. They need to move forward on parallel tracks. Once the Shot Spotter contract is entered, it will take 60-90 days to install (that was the information I received from ATF.) In order to get the contract, Shot Spotter needs the information spelled out in the document attached to the email sent to Chief Zimmerman. If you need that, please let me know. It lists the data that Shot Spotter needs from SDPD. From that I think SDPD and ShotSpotter will identify a 3 mile pilot area where the hardware will be installed. DA’s Office negotiates the contract. Then Shot Spotter and SDPD move forward with locating the sites to install the hardware.

If for some reason Shot Spotter is delayed, then CGIC can and should still move forward. For the CGIC, we have decided to form a working group comprised of reps from ATF, SDPD, USAO, DA’s Office, Crime Lab, and Sheriff’s Dept. The CGIC will involve creating protocols for shell casing analysis and will need buy in from the agencies mentioned above. ATF and the USAO are just waiting to get the names of the SDPD representatives. From there we’ll invite the Lab reps and confirm the DA’s reps and plan a meeting ASAP to address the issues involved with the protocols.

If can pick a date, it would be to be operational for ShotSpotter and CGIC by March 30th.

Let me know if you need more details. I am happy to discuss with you in person and am very pleased that you reached out.
R/
Blair

From: Mc Manus, Terrence [mailto:tcmmanus@pd.sandiego.gov]  
Sent: Thursday, January 07, 2016 3:07 PM  
To: Perez, Blair (USACAS)  
Cc: Guaderrama, Albert  
Subject: FW: Next Steps - Regarding Shot Spotter

Hello Blair-
Hope you had a great holiday season. I'm following up on below email re Shot Spotter, with a couple questions for clarification purposes. I believe that Chief Zimmerman attended the SST presentation/demo and I know that she is fully supportive of a "pilot program" ASAP with SDPD as the LE component. I'm working with Assistant Chief Al Guaderrama to identify the involved persons here at SDPD, and gather the necessary data for delivery to SST via the DA’s Office as indicated.

Quesions - Was there an agreed upon timeline other than ASAP?

Laura mentions the formation of a CGIC towards the end of the email. Is this separate from the SST program or part of the program? If part of the program, should we wait for the formation of the CGIC pending the results of the pilot?

Thanks for your help. We can get things moving forward very quickly. You’re probably already aware, but the timing to test a program like this is perfect as January through May have been our busiest months for gang violence and activity in the city of SD. Most of the Gang Set “celebratory days” fall within this 5-month period and stats for the last 5 years indicate this as a peak time period compared to other periods during the year i.e. summer months.

I look forward to hearing from you.

Terry McManus, Assistant Chief-Investigations
SDPD
619 980-4281 cell
619 531-2720 desk

From: Zimmerman, Shelley
Sent: Wednesday, December 23, 2015 12:34 PM
To: Nisleit, David; Mc Manus, Terrence; Guaderrama, Albert; Haley, Chris; Shen, Jennifer
Cc: Laura Duffy; Perez, Blair (USACAS)
Subject: FW: Next Steps - Regarding Shot Spotter

Thank you Laura,

We are eager to move forward also with this important tool. Terry and Al would you please assign a person from each of your Units to assist. Please see attached for the exact information and next steps needed from our Department.

Shelley Zimmerman
Chief of Police
SAN DIEGO POLICE DEPARTMENT

From: Duffy, Laura (USACAS) [mailto:Laura.Duffy@usdoj.gov]
Sent: Tuesday, December 22, 2015 11:48 AM
To: Zimmerman, Shelley
Cc: Perez, Blair (USACAS)
Subject: Next Steps - Regarding Shot Spotter

Shelley – Last Friday (12/18/15), my Executive Assistant U.S. Attorney Blair Perez and I met with Bonnie Dumanis, Summer Stephan (and a third member of her office whose name escapes me) - on next steps for implementing Shot
Spotter in an area in San Diego. Specifically, Blair and I wanted to discuss the attached document regarding the “suggested next steps” that ATF received from Shot Spotter and passed on to us. Blair and I were happy to hear that the DA’s Office is still fully committed to funding the Shot Spotter pilot project and is ready to move forward.

Will you please review the attached document and let me know your thoughts. The DA’s Office and U.S. Attorney’s Office thought it might be most appropriate for you to:

a. assign SDPD personnel to provide Shot Spotter with the crime data and statistics they’re requesting in the attachment, and then
b. coordinate with the DA’s Office point of contact in Budget (or Finance) so the DA’s Office can negotiate the purchase once the crime data has been delivered to Shot Spotter.

Additionally, we all thought it made sense to form a Crime Gun Intelligence Center (CGIC) “Working Group” to develop a Memorandum Of Understanding between the agencies, focusing on lab protocols that will permit comprehensive NIBIN testing, in some form. All of us recognize the importance of coming up with a system that protects the integrity of the DNA testing currently being done and want to make sure everyone is on the same page from the get-go. Obviously, SDPD’s participation in a CGIC Working Group is critical. You will know best, however, I thought it might be prudent to include the SDPD Lab Director (or equivalent decision maker), representatives from both the Firearms and DNA details within the lab, and a senior level leader from the PD Chain of Command. We anticipate other members of the Working Group to come from ATF, the USAO, the DA’s Office and perhaps the Sheriff’s Department.

I am super excited to get this underway and look forward to hearing back from you!
Laura

PS – I am going to “cc” my EAUSA Blair Perez who is point of contact in our office for this project.
Alex - Just a reminder that this will need to be submitted next week before you leave on the 30th...

Marta Sullivan
Administrative Services Manager
City of San Diego
Police Department

T (619) 531-2662
www.sandiego.gov

From: Korgie, Daniel
Sent: Tuesday, June 14, 2016 2:53 PM
To: Sullivan, Marta
Subject: FW: Memorandum: Fiscal Year 2017 Department Procurement Forecasting for Goods & Services

FYI. Police.

From: Roberts-Gilhooly, Stacy [mailto:SRobertsGilh@sandiego.gov]
Sent: Tuesday, June 14, 2016 12:05 PM
To: Meyer, Daniel; Barrick, Martha; Korgie, Daniel; Castanares, Alejandra; Castillo, Rita
Subject: FW: Memorandum: Fiscal Year 2017 Department Procurement Forecasting for Goods & Services

PD friends!

The attached FY2017 Department Procurement Forecasting memo was distributed today. Although P&C made every effort to complete all FY2016 forecasting items, there are still two outstanding items that you may wish to include in your FY2017 submission. You can view your outstanding FY2016 items in the excel file named “Police”.

Feel free to contact me should you have any questions.

Stacy Roberts-Gilhooly
Program Manager
City of San Diego
Purchasing and Contracting Department

T (619) 236-5921
srobertsgilh@sandiego.gov
From: Morlett, Monica  
Sent: Tuesday, June 14, 2016 8:41 AM  
To: Chadwick, Scott <ScChadwick@sandiego.gov>; LoMedico, Stacey <SLoMedico@sandiego.gov>; Lewis, Mary <MLewis@sandiego.gov>; Gomez, Paz <PGomez@sandiego.gov>; Villa, Ron <RVilla@sandiego.gov>; Graham, David <DGraham@sandiego.gov>; Zimmerman, Shelley <SZimmerman@pd.sandiego.gov>; Fennessey, Brian <BFennessey@sandiego.gov>; Department Directors Mayoral <DepartmentDirectorsMayoral@sandiego.gov>; Department Directors non-Mayoral <DepartmentDirectorsnonMayoral@sandiego.gov>; Deputy Directors <DeputyDirectors@sandiego.gov>  
Cc: Executive Secretaries Mayoral <ExecutiveSecretariesMayoral@sandiego.gov>; Executive Secretaries non-Mayoral <ExecutiveSecretariesnonMayoral@sandiego.gov>  
Subject: Memorandum: Fiscal Year 2017 Department Procurement Forecasting for Goods & Services

Good Morning,

Please find attached a memorandum from Kristina Peralta, Director of Purchasing & Contracting presenting the guidelines for the development of the Fiscal Year 2017 Department Procurement Form.

Respectfully,

Monica Morlett  
Executive Secretary  
City of San Diego  
Purchasing & Contracting Department

T (619) 235-5743  
MMorlett@sandiego.gov
DATE: June 13, 2016

TO: Department Directors

FROM: Kristina Peralta, Director, Purchasing & Contracting

SUBJECT: Fiscal Year 2017 Department Procurement Forecasting for Goods and Services

This memorandum presents guidelines for the development of the Fiscal Year 2017 (FY2017) Department Procurement Form.

Purchasing & Contracting (P&C) will continue with its procurement forecasting process to estimate procurement activity levels for goods and services for FY2017. We are committed to working with departments to increase our responsiveness and reduce procurement cycle timelines when possible. This forecast will ensure efficient and timely processing of your major procurement needs.

Per San Diego Municipal Code §22.3203, only procurements with an estimated value of $150,000 and over should be included on your forecast list for FY2017.

Specifically, this forecast must include procurements for both goods and services that are budgeted and will be required in FY2017. Please provide the following information:

- Department and Division Name
- Title of Work (Project)
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- Contract Number
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- Priority level (Critical, High, Medium, Low)
- Department contact name and number
- Purchase Requisition number associated with project

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Please note that it is the responsibility of the department to include any uncompleted projects or Supplemental Requests not completed from FY2016 on the "FY2017 Department Procurement Requests" if they are still necessary.

If you identify an unknown/unscheduled future procurement, departments will be required to fill out a "Supplemental Forecast Request" via e-mail to PACSupplemental@sandiego.gov (see attached sample). Supplemental requests will be accepted beginning October 1, 2016. Upon receipt, P&C will add it to the department forecast list and confirm that it has been received.

As always, the P&C team is available to assist with any concerns or questions that you may have. Please feel free to contact us at (619) 236-6000 or Stacy Roberts-Gilhooly at (619) 236-5921 (srobertsgilh@sandiego.gov) should you have any questions or require additional information.

Kristina Peralta
Director

KP/srg

Attachments: 1. FY2017 Department Procurement Requests
              2. Forecasting Supplemental Request Form

cc: Scott Chadwick, Chief Operating Officer
    Stacey LoMedico, Assistant Chief Operating Officer
    Mary Lewis, Chief Operating Officer
    Paz Gomez, Deputy Chief Operating Officer – Public Works/Infrastructure
    Ronald H. Villa, Deputy Chief Operating Officer – Internal Operations
    David Graham, Deputy Chief Operating Officer – Neighborhood Services
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## FY2017 DEPARTMENT PROCUREMENT FORM

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MEMORANDUM

DATE:       June 13, 2016
TO:         Department Directors
FROM:       Kristina Peralta, Director, Purchasing & Contracting
SUBJECT:    Fiscal Year 2017 Department Procurement Forecasting for Goods and Services

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Kristina Peralta
Director

KP/srg

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Forecasting Supplemental Request Form

Date of Request to P&C: _________________________

Department: ________________________________

Department Contact: _________________________ Phone: _________________________

Reason item needs to be added to the forecast: (e.g. need not anticipated, funding unavailable etc)

Summary of Request: (brief description, including desired start date, estimated contract value)

| Desired Solicitation Start Date: |
| Date Scope of Work Available to P&C: |
| Estimated Contract Value: |
| Priority Level (High, Medium, Low) |

Thank you for submitting the supplemental request form. Purchasing & Contracting will include this to your departments’ original forecast list. As a customer service department, we are committed to working with each department. We will coordinate with your team to reprioritize your forecast list to accommodate this request.

Please submit your form to PACSupplemental@sandiego.gov.

Forecasting Supplemental Request Form: 05/20/2016
## FY2016 Department Procurement Continuing into FY2017

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<th>Dept</th>
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<th>Leasing (LW)</th>
<th>Department Contact</th>
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<td>Police</td>
<td>Admin. Svcs./Facilities</td>
<td>L</td>
<td>Austin Doors</td>
<td>Service gates</td>
<td>NC</td>
<td>1001365</td>
<td>8-11P</td>
<td>4600000021</td>
<td>$150,000</td>
<td>No options to renew</td>
<td>Monthly preventative maintenance for security gates.</td>
<td>12/1/15</td>
<td>5 years</td>
<td>Service</td>
<td>Yes</td>
<td>Dan Kemple</td>
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<td>Daniel Meyer, Martha Barrick</td>
</tr>
</tbody>
</table>
Were you able to contact her?

From: Lydia Barrett [mailto:lbarrett@shotspotter.com]
Sent: Thursday, April 14, 2016 9:02 AM
To: Meyer, Daniel; Freedman, Richard
Subject: Re: I'm available now to talk

Good morning folks. My apologies again that you had difficulty getting me on the phone yesterday.

I'm traveling today but am available for the next 45 minutes and then anytime after 2:15 p.m.

Thank you for your flexibility, and I look forward to hearing what I can do to help you.

Lydia

Lydia Barrett
SST, Inc. (ShotSpotter)
US West, PublicSafety Solutions
Call 602-833-9534
lbarrett@shotspotter.com

From: Lydia Barrett <lbarrett@shotspotter.com>
Date: Wednesday, April 13, 2016 at 11:19 AM
To: "MeyerD@pd.sandiego.gov", "rfreedman@pd.sandiego.gov"
Subject: I'm available now to talk

Hi gentlemen. My apologies that I couldn't talk then. I was past the security entry and in the process when I answered your call. I am available now until 11:45 and the from 1:30 until 3 pm. Thank you very much.

Lydia

Lydia Barrett
lbarrett@shotspotter.com
650-833-9534

Sent from my iPhone
Chief,

We received the following from a crime analyst in Tampa who used to work at SDPD. It talks about embedding Shotspotter sensors into existing intelligent lighting fixtures, and it sounds like the City of San Diego has been piloting the intelligent lighting fixtures since last spring.

Is this the plan for the Shotspotter pilot? Do you know who would have information about the lighting/parking pilot mentioned in the attached, and any law enforcement benefits we have seen?

Thanks, Chris

From: Goodman, Karen
Sent: Tuesday, March 01, 2016 8:04 AM
To: Haley, Chris
Subject: FW: General Electric Camera Program

Chris, any ideas on where to direct her?
K

From: MICHELE MATTHEWS [mailto:mmatthew@hcsotampa.fl.us]
Sent: Tuesday, March 01, 2016 7:14 AM
To: Goodman, Karen
Cc: CHRISTINE M SHINKOVICH
Subject: General Electric Camera Program

Karen,

Our grant writer ran across some research information that showed San Diego as being the first City to use the General Electric Predix program with LED lighting and camera. I have attached the articles, including a news release by Mayor Faulconer. What can you tell me about the Predix program and how the City is using the GE technology? Is SDPD gathering any useful data for enforcement or investigation from the program?

Michele Matthews (Maggie)
Criminal Intelligence Analyst
Legislative Affairs & Grants

Hillsborough County Sheriff's Office
2008 East 8th Ave
Tampa, FL 33605
mmatthew@hcsotampa.fl.us
Phone: 813-247-8233
ABN: 223675
Under Florida law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the Hillsborough County Sheriff's Office via telephone at 813-247-8000 or via US Mail at P.O. Box 3371, Tampa, FL 33601.
From: SHINKOVICH, CHRISTINE M on behalf of SHINKOVICH, CHRISTINE M [cshinkov@hcsotampa.fl.us]
Sent: Tuesday, March 01, 2016 6:47 AM
To: MICHELE L MATTHEWS
Subject: ShotSpotter


Tina Shinkovich, MPA, GCPM
Community Services Program Coordinator
Hillsborough County Sheriff’s Office
2008 E 8th Avenue
Tampa, FL 33605-3906
PH - 813-247-8237
Cell - 813-293-0482
Owens, Mari

From: Bullard, Richard  
Sent: Tuesday, March 08, 2016 7:36 AM  
To: 'lbarrett@shotspotter.com'  
Subject: FW: FW: ShotSpotter Follow-Up

Ms. Barrett,

Hello, I am Richard Bullard and have been asked to assist you and your group with any IT needs you may have for the ShotSpotter demo on March 24 @ 10 AM.

This is my contact information. I look forward to meeting with your team.

Richard Bullard, ISA  
San Diego Police Department  
1401 Broadway  
San Diego, CA 92101  
rbullard@pd.sandiego.gov  
619 531-2814

---

From: Rodil, Belinda  
Sent: Tuesday, March 08, 2016 7:28 AM  
To: Bullard, Richard  
Subject: FW: FW: ShotSpotter Follow-Up

Dick,

Please contact the vendor below and assist with any needed setup for the demo. Let me know when this is completed.

Thanks.

Belinda

-------- Forwarded message --------
From: "Haley, Chris" <chaley@pd.sandiego.gov>  
Date: Mar 7, 2016 2:20 PM  
Subject: FW: ShotSpotter Follow-Up  
To: "Daly, Brendan" <bdaly@pd.sandiego.gov>  
Cc:

Brenan,
Who should be assigned to assist a vendor set up for a demo in the Chief’s office on 3/24? I suspect they will want to discuss how to connect to a projector in the Chief’s large conference room, and maybe other questions prior to that date.

Thanks, Chris

From: Mc Manus, Terrence  
Sent: Monday, March 07, 2016 2:00 PM  
To: Haley, Chris  
Subject: FW: ShotSpotter Follow-Up

Hello Chris-

As you know, we are meeting in-person with Lydia re Shot Spotter on 3-24 at 10am. Lydia was asking for an IT contact beforehand to assist with her “set-up” needs. I don’t think it is anything substantial. Can you provide her with a contact? Thanks!

Terry McManus  
Assistant Chief  
City of San Diego  
San Diego Police Department  

T (619) 531-2720  
C (619) 980-4281  

tmcmanus@pd.sandiego.gov
Hi Chief. On the dates below, I’m not available on Wednesday, March 30, now, but am available the other days that week.

Thank you very much,

Lydia

Lydia Barrett
SST, Inc. (ShotSpotter)
US West, Public Safety Solutions
Cell: 650.833.9534
lbarrett@shotspotter.com
From: Lydia Barrett <lbarrett@shotspotter.com>
Date: Friday, February 26, 2016 at 1:13 PM
To: "Mc Manus, Terrence" <mcmmanus@pd.sandiego.gov>
Subject: ShotSpotter Follow-Up

Thank you Chief for your interest again. I appreciate that. I wanted to be sure you received the information I sent yesterday.

Please find attached a very good short list of agencies that are using the ShotSpotter data very effectively and in very comprehensive ways. I know you all had the opportunity to speak directly with NYPD. That’s wonderful, and I encourage you all to reach out to any other agencies you’d like to hear firsthand their experience, insight and lessons learned.

As we discussed, I’d like to suggest a few dates to meet with you all in person to show a live demonstration and discuss details about the value of using ShotSpotter. Do any of these dates work for you and your team:

- Monday – Wednesday, March 7-9
- Monday – Thursday, March 21-24
- Monday – Friday, March 28 – April 1

Ideally, it is best to meet initially with senior executives from the major SDPD divisions as the value of the gunfire intelligence is most effective when used and shared across patrol, investigations, intelligence and analysis, community policing, gang task force and public information functions in particular.

This would include:

- Patrol & Operations
- Investigations
- Strategic Operations (such as gang task force, special tactical team leadership)
- Crime Analysis, Crime and Intelligence Center management
- PIO
- Communications and IT are also welcome to join the presentation although these groups tend to be the least involved in the day-to-day management of ShotSpotter and its outcomes

60-90 minutes would be ideal if possible, but I’m happy to spend time with those folks in a single or individual meetings to review and discuss ways the ShotSpotter gunfire data can support the work in each of these areas.
These meetings could be a good, informal way for people to ask questions and discuss details of how other agencies are using the data to achieve real and positive results in their efforts to address gun violence and crime.

Thank you so much again, and I look forward to hearing from you. Please let me know anything you need in the meantime. Very kindest regards,

Lydia

Lydia Barrett
Vice President
Cel. 650.833.9534 / Fax. 650.887.2106
lbarrett@shotspotter.com
http://www.linkedin.com/in/lydiabarrett
Twitter: @lydbarrett and @shotspotter

Learn more about ShotSpotter Flex

Corporate Headquarters
7979 Gateway Blvd., Suite 210
Newark, CA 94560-1156

The Fight to Stop Gun Violence Starts with ShotSpotter
Owens, Mari

To: Bullard, Richard
Subject: FW: FW: ShotSpotter Follow-Up

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Belinda,

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Brendan

Sent from my Verizon Wireless 4G LTE DROID
---------- Forwarded message ----------
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Cc:

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Sent: Monday, March 07, 2016 2:00 PM
To: Haley, Chris
Subject: FW: ShotSpotter Follow-Up
Hello Chris-

As you know, we are meeting in-person with Lydia re Shot Spotter on 3-24 at 10am. Lydia was asking for an IT contact beforehand to assist with her “set-up” needs. I don’t think it is anything substantial. Can you provide her with a contact? Thanks!

Terry McManus
Assistant Chief
City of San Diego
San Diego Police Department

T (619) 531-2720
C (619) 980-4281
tmcmmanus@pd.sandiego.gov

~ A world-class city for all ~

“Working in partnership with all of our communities to achieve safe and livable neighborhoods.”

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From: Lydia Barrett [mailto:lbarrett@shotspotter.com]
Sent: Saturday, February 27, 2016 5:00 PM
To: Mc Manus, Terrence
Subject: Re: ShotSpotter Follow-Up

Hi Chief. On the dates below, I’m not available on Wednesday, March 30, now, but am available the other days that week.

Thank you very much,

Lydia

Lydia Barrett
SST, Inc. (ShotSpotter)
US West, Public Safety Solutions
Cell: 650.833.9534
lbarrett@shotspotter.com

From: Lydia Barrett <lbarrett@shotspotter.com>
Date: Friday, February 26, 2016 at 1:13 PM
To: "Mc Manus, Terrence" <tmemanus@pd.sandiego.gov>
Subject: ShotSpotter Follow-Up

Thank you Chief for your interest again. I appreciate that. I wanted to be sure you received the information I sent yesterday.

Please find attached a very good short list of agencies that are using the ShotSpotter data very effectively and in very comprehensive ways. I know you all had the opportunity to speak directly with NYPD. That’s wonderful, and I encourage you all to reach out to any other agencies you’d like to hear firsthand their experience, insight and lessons learned.
As we discussed, I’d like to suggest a few dates to meet with you all in person to show a live demonstration and discuss details about the value of using ShotSpotter. Do any of these dates work for you and your team:

- Monday – Wednesday, March 7-9
- Monday – Thursday, March 21-24
- Monday – Friday, March 28 – April 1

Ideally, it is best to meet initially with senior executives from the major SDPD divisions as the value of the gunfire intelligence is most effective when used and shared across patrol, investigations, intelligence and analysis, community policing, gang task force and public information functions in particular.

This would include:

- Patrol & Operations
- Investigations
- Strategic Operations (such as gang task force, special tactical team leadership)
- Crime Analysis, Crime and Intelligence Center management
- PIO
- Communications and IT are also welcome to join the presentation although these groups tend to be the least involved in the day-to-day management of ShotSpotter and its outcomes

60-90 minutes would be ideal if possible, but I’m happy to spend time with those folks in a single or individual meetings to review and discuss ways the ShotSpotter gunfire data can support the work in each of these areas. These meetings could be a good, informal way for people to ask questions and discuss details of how other agencies are using the data to achieve real and positive results in their efforts to address gun violence and crime.

Thank you so much again, and I look forward to hearing from you. Please let me know anything you need in the meantime. Very kindest regards,

Lydia

Lydia Barrett

Vice President

Cel. 650.833.9534 / Fax. 650.887.2106

lbarrett@shotspotter.com

http://www.linkedin.com/in/lydiabarrett
Twitter: @lydbarrett and @shotspotter

[SST™]

Learn more about ShotSpotter Flex

Corporate Headquarters
7979 Gateway Blvd., Suite 210
Newark, CA 94560-1156

[ShotSpotter™] The Fight to Stop Gun Violence Starts with ShotSpotter
Owens, Mari

From: Rodil, Belinda
Sent: Tuesday, March 08, 2016 7:28 AM
To: Bullard, Richard
Subject: FW: FW: ShotSpotter Follow-Up

Follow Up Flag: Follow up
Due By: Monday, March 14, 2016 3:30 PM
Flag Status: Flagged

Dick,

Please contact the vendor below and assist with any needed setup for the demo. Let me know when this is completed.

Thanks.

Belinda

---------- Forwarded message ----------
From: "Haley, Chris" <chaley@pd.sandiego.gov>
Date: Mar 7, 2016 2:20 PM
Subject: FW: ShotSpotter Follow-Up
To: "Daly, Brendan" <bdaly@pd.sandiego.gov>
Cc:

Brenan,

Who should be assigned to assist a vendor set up for a demo in the Chief’s office on 3/24? I suspect they will want to discuss how to connect to a projector in the Chief’s large conference room, and maybe other questions prior to that date.

Thanks, Chris

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SST, Inc. (ShotSpotter)

US West, Public Safety Solutions

Cell: 650.833.9534

lbarrett@shotspotter.com

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Learn more about ShotSpotter Flex

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Newark, CA 94560-1156

ShotSpotter® The Fight to Stop Gun Violence Starts with ShotSpotter
Owens, Mari

From: Lachimia, Eugene
Sent: Thursday, June 09, 2016 2:51 PM
To: Loznycky, Bill; Rebick, Toniann; Wilson, Lisa; Molyneux, Laura; Dulaney, Tanya
Cc: Shen, Jennifer
Subject: FW: Follow-Up

This person from FTI would like to meet with us to discuss any issues or answer any questions we may have about IBIS. He will be here on Monday at 1pm. He does have some knowledge of shotspotter and other cities that have it.

From: Brandon Huntley [mailto:Brandon.Huntley@ultra-ft.com]
Sent: Thursday, June 09, 2016 2:27 PM
To: Lachimia, Eugene
Subject: Follow-Up

Gene,

It was nice speaking with you and I appreciate the opportunity to visit with you on Monday. In addition to this e-mail address, I can be reached any time on my cell at (602) 826-8802. Please don’t hesitate to call or e-mail if I can provide assistance with anything.

Thanks again and I look forward to meeting with everyone.

Brandon

Brandon Huntley
Manager, Forensic Intelligence Strategy - North America
Ultra Electronics Forensic Technology Inc.
T +1 514 489 4247 x1136 | M +1 602 826 8802
www.ultra-forensictechnology.com
Owens, Mari

From: Guaderrama, Albert
Sent: Friday, February 05, 2016 10:48 AM
To: Haley, Chris
Cc: Mc Manus, Terrence
Subject: FW: Crime Gun Intelligence Center (CGIC) Working Group Meeting - February 25 from 9:00-10:00

Chris,

Can you please Cc Frank Jackson (DA’s Office) as well with the data we will be sending to ShotSpotter.

Thanks

Al

From: Mc Manus, Terrence
Sent: Friday, February 05, 2016 10:44 AM
To: Guaderrama, Albert
Subject: FW: Crime Gun Intelligence Center (CGIC) Working Group Meeting - February 25 from 9:00-10:00

Thanks Al

From: Jackson, Frank [mailto:frank.jackson@sdcda.org]
Sent: Friday, February 05, 2016 10:15 AM
To: Mc Manus, Terrence
Subject: RE: Crime Gun Intelligence Center (CGIC) Working Group Meeting - February 25 from 9:00-10:00

Thanks! I would be interested to take a look.

Frank

From: Mc Manus, Terrence [mailto:tmcmanus@pd.sandiego.gov]
Sent: Friday, February 05, 2016 10:05 AM
To: ‘Perez, Blair (USACAS)’; Jackson, Frank
Cc: Stephan, Summer
Subject: RE: Crime Gun Intelligence Center (CGIC) Working Group Meeting - February 25 from 9:00-10:00

All-

We have compiled the necessary data meeting the request from SST... 2 full calendar years capturing..

11-6’s
Gun related murders
Gun related 245’s, 417’s
Gun related 211’s

This data did not easily identify a 3 mile radius however. My assumption is that we will rely upon SST to ID a “geo area” for us based upon the data.

Frank, no problem forwarding this data to you in advance if you like.
Terry
6195312720

From: Perez, Blair (USACAS) [mailto:Blair.Perez@usdoj.gov]
Sent: Friday, February 05, 2016 9:55 AM
To: Jackson, Frank
Cc: Stephan, Summer; Mc Manus, Terrence
Subject: RE: Crime Gun Intelligence Center (CGIC) Working Group Meeting - February 25 from 9:00-10:00

I don’t have the SDPD information, but I am cc’ing Summer and Asst. Chief Terrance McManus. Asst. Chief McManus notified me yesterday that SDPD had compiled the data needed by Shot Spotter and was planning to reach out to Summer and to Shot Spotter today with that information. If you are running point on the fiscal issue, you should be in that loop.

I will follow up with ATF about getting an initial draft proposal ready for the 25th. I think that our CGIC will look different from other districts, but we can at least have something to use as a starting point.

R/
Blair

From: Jackson, Frank [mailto:frank.jackson@sdcda.org]
Sent: Friday, February 05, 2016 9:50 AM
To: Perez, Blair (USACAS)
Subject: RE: Crime Gun Intelligence Center (CGIC) Working Group Meeting - February 25 from 9:00-10:00

Do you have anything from SDPD yet on where they propose to put ShotSpotter, or what amount of territory they are looking to cover? If so, this would be useful information for me to have sooner rather than later as we discuss with fiscal.

Is there anything in writing yet from ATF or others on a starting proposal for the CGIc?

Just looking to be prepared.

Thanks,

Frank Jackson
619-531-4120

From: Perez, Blair (USACAS) [mailto:Blair.Perez@usdoj.gov]
Sent: Thursday, February 04, 2016 5:25 PM
To: Stephan, Summer; Villegas, Monique Y. (ATF); Jackson, Frank; Jennifer Shen (jschen@pd.sandiego.gov); Chuck Kaye (ckaye@pd.sandiego.gov); Haden, Andrew (USACAS)
Cc: Campagna, Anthony; Bush, Michelle; Mallett, Luis; Ramirez, Patricia; Mc Manus, Terrence
Subject: Crime Gun Intelligence Center (CGIC) Working Group Meeting - February 25 from 9:00-10:00

All:
The leadership of our respective agencies has green lighted the formation of a Crime Gun Intelligence Center (CGIC) Working Group to facilitate the standing up a local CGIC. Most, if not all, of us attended the ATF CGIC Briefing last October and are familiar with the concept of the CGIC. In December, our agency leadership met to discuss next steps and agreed that the CGIC efforts would benefit from a Working Group. Last month, SDPD began gathering data needed for the DA’s Office to negotiate a Shot Spotter contract and Working Group representatives from our respective agencies were identified (that would be us). Representatives come from ATF, SDPD, the D.A.’s Office and the USAO.
Now it’s time to meet and discuss the way forward giving due consideration to the concerns of each agency. This may be the shortest tenured Working Group in San Diego history if we find we are all in agreement at our first meeting. Or we may need a few meetings to iron out details that affect investigations, prosecutions and the lab. Many districts have successfully worked out arrangements tailored to the needs of their respective communities. Our leadership is confident we can do the same.

The CGIC Working Group will meet on Thursday, February 25th from 9:00-10:00 at the DA’s Office. I wanted to send this introductory email before sending out the invite with the address. I have not personally met all of you, but look forward to it. If you have any questions, please feel free to call me. The Outlook Invite will follow.

R/Blair

Blair C. Perez
Executive Assistant United States Attorney
Southern District of California
880 Front Street, Room 6293
San Diego, CA 92101
Phone: 619-546-7963
Here's the word doc.
June 21, 2016

Chief of Police Edward A. Flynn
The Milwaukee Police Department
749 W. State Street
Milwaukee, WI 53233

Dear Chief Flynn,

I want to extend my sincerest gratitude for your gracious hosting of my command staff last week. They found the trip very enjoyable, largely due to the efforts of your staff. The San Diego Police Department is actively involved in purchasing ShotSpotter and is assessing the need for a Crime Gun Intelligence Center (CGIC). Although our gun crime numbers do not match yours, we feel that the implementation of ShotSpotter, along with the intelligence generated from analysis of collected cartridge cases, will enable us to reduce gun violence in the high crime area that will be covered by this new program. Our past success linking gang shootings via the NIBIN system lead us to believe the addition of this new technology will allow us to build upon those successes.

The time Assistant Chief Terry McManus, Captain David Nisleit, and Crime Laboratory Manager Jennifer Shen spent with your staff was both eye opening and informative. The process you have set up to handle the gun violence in your city is extremely impressive. Your staff educated my team with presentations, a tour, attendance at a CGIC briefing, and by answering dozens of questions.

The arrival of our team in Milwaukee coincided with beautiful weather and a local street fair. The River walk, authentic German food, and beautiful architecture of your city added to the enjoyment. My team appreciated meeting you and your command staff, and commented Captain David Salazar was an extremely gracious host, along with Detective Randy Smith and Officer Scott Lesniewski.

Thank you so much for taking the time to share your experiences with us. We will put the information to good use in San Diego.

Sincerely,

Shelley Zimmerman
Chief of Police
Owens, Mari

From: Meyer, Daniel
Sent: Monday, April 25, 2016 8:25 AM
To: Shoaf, Susannah
Subject: 478 for IAPro

Do you have the IAPro 478 you could send me? I cant find it and I need it as an example for the shotspotter 478. 😊

Daniel Meyer, Police Sergeant, LGBT Liaison
San Diego Police Department
EIIIS Unit/Operational Support MS776
(619) 531-2493 / C: (619) 277-8267
Meyerd@pd.sandiego.gov
1401 Broadway San Diego, Ca. 92101
The City of SAN
DIEGO
Owens, Mari

From: SST / ShotSpotter Gunfire Reduction Team [Info@shotspotter.com]
Sent: Thursday, December 18, 2014 12:03 PM
To: Solis, Cesar
Subject: 5 Steps for Reducing Gunfire on New Year's Eve

Dear Cesar,

Prevent Illegal Celebratory Gunfire in Your Community

Even though New Year's Eve is a time of celebration, it's also a very serious time when it comes to potential fatalities due to celebratory gunfire. Studies show that 14.6 percent of all gunfire incidents take place on the holidays around New Year's Eve, New Year's Day and the Fourth of July. New Year's Eve is right around the corner – plan today!

5 Steps to help you engage your community to prevent gunfire on New Year's Eve:

1. Analyze Gunfire in your community from last year
2. Reach out to community residents to discuss gunfire incidents last year
3. Educate neighborhood about the dangers of celebratory gunfire
4. Enforce a "No Tolerance" policy in your community
5. Engage community leaders, share the SST Media Alert

For more information on these 5 steps above, visit our blog post here.

Read and Share our press release on celebratory gunfire:

- Celebratory Gunfire Press Release

Attend our NYE Gunfire Reduction Strategies Webinar:

- NYE Celebratory Gunfire Reduction Strategies

Read our Blog on NYE Strategies:

- For more information on how to take steps to reduce celebratory gunfire, review the blog post: Anticipating Celebratory Gunfire, Steps to Reduce it Start Now.

We hope you have a Happy New Year and please ensure the safety of all your community residents with our safety steps. Make sure your local law enforcement teams are ready and that your community is educated to reduce and prevent illegal gunfire and injuries.

-The SST Gunfire Prevention Team

Tel: 1.888.274.6877
Email: Info@ShotSpotter.com

Would You Like to get ShotSpotter in Your City?

Contact: info@shotspotter.com

(619) 531-2775
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