

South Bend

2016 Civil City Budget – proposed

Items of Inquiry needing more information:

Requests/questions/inquiries from citizens in attendance at the September 21, 2015, Personnel and Finance Committee meeting held at the Community Form at the Notre Dame Center for Arts & Culture:

1. **DCI** Requested a summary of the number, type and dollar amount of tax abatements granted in 2014 and 2015 and their effect on development.

Please see the 2014 Annual Tax Abatement Report that was filed with Council on June 15, 2015. Refer to attached pages 6-17.

2. **DCI** Proposed “vacant to value” program. When were the “Vacant to Value (V2V) Report Grant Program Guidelines” and the “Pre-Application” developed? Who approved them by the City. What date did the Urban Enterprise Association approve them?

The V2V Repair Grant Guidelines, pre-application and application were developed by DCI staff, who also serve as staff to the Urban Enterprise Association (UEA), in consultation with the Director of Code Enforcement and the Mayor’s Deputy Chief of Staff. The UEA approved being the City’s agent in administering the program at their August 26, 2014 meeting.

3. **DCI** Requested information on the proposed “Tool Shed Program”. Where will the locations be and how are/were they determined?

The proposed Tool Shed program is proposed to be designed using best practices and elements of other successful programs across the country. This research is currently underway, the exact parameters of the program to include locations, have yet to be determined. The Tool Shed program will require partners and prior to any final determinations conversations with community partners, including residents, will take place.

4. **DCI** Besides the posting on the City’s website, how is information on the façade grants getting out to residents and neighborhoods along Western Avenue?

The availability of façade matching grants is promoted directly to eligible properties through business visits by City Staff and Ambassadors. One of the early activities undertaken by DCI following the West Side Master Plan process was to create a new role in our Business Development team that is focused on supporting business development along Lincoln Way and Western. The new associate visits businesses along both streets several times a week. Information is also shared through our community partners and by word of mouth among businesses. The grant program is occasionally marketed through news pieces.

5. **Public Works** Are more street lights proposed for Chicago Street? What is the schedule?

No. However, as part of the Light up South Bend program, the City receives specific requests for street lights in neighborhoods. In order for a new street light to be installed, there must be more than 250' between existing street lights.

6. **DCI** Who will double check the curbs along Western and how will that information get back to the neighbors so that the curbs are similar to the ones being installed on Ewing east of Michigan Avenue?

Any new curb installation in South Bend is completed according to established City standards and is subject to inspection by the Division of Engineering. Upon project completion, Western Avenue curbs will be approximately 6 inches above the pavement surface, the same standard used on Ewing Avenue and all other projects across the City.

7. **Admin** How long has the Administrative fee been in effect and why?

It appears from reviewing City accounting records that the administrative fee allocation started in 1993. Indirect cost of allocations are common in government finance and cover a portion of the costs of certain departments that benefit other departments like the Mayor's office, City Clerk, Common Council, Legal Department and Administration & Finance. Allocations of cost due to the use of the various administrative departments allows departments such as Utilities the ability to depend on services provided by administration and finance without having to hire additional people to do the jobs such as making high level decisions and passing legislation as well as payroll, accounts payable and other support services.

Police What are the metrics for success for Spot Shotter? **Shot Spotter helps the Police Department with many of its metrics for success. Please see attached benefits of Shot Spotter (page 21).**

8. Request for copies of Spot Shotter contracts. **Attached (pages 22-46) Please note that according to Section 5(A) of the contract, the original term commenced "on the date that the service is available to the Customer via the Alert Console." Because the commencement date was 1/25/2014 and the original term was for two years, renewal has not happened yet.**

Please also note that according to Section 5(B), "[t]he 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..." This notice date would fall in December, and payment for next year would have to occur before the end of the year.

9. **Public Works** Is the \$750,000 for curbs and sidewalks addressing areas of greatest need?

The City has numerous programs for curb and sidewalk installation. The first program installs new curb and sidewalk on infrastructure projects where the City needs to tear up the road or right-of-way for other infrastructure needs and the curb and sidewalk are replaced as part of those projects. The City also has a curb and sidewalk reimbursement program. The homeowner

signs up at the Public Works Department and then hires a Contractor to install new curb and/or sidewalk. After it is completed the City reimburses the resident for a portion of the curb and sidewalk costs. The third program is the Safe Routes to Schools program where the City receives a federal grant for 80% of the cost of curbs and sidewalks around select school areas. The final program is the Council allocation program. Council members determine areas for new curb and sidewalk in their districts based on them being in poor condition and meeting income requirements.

All four curb and sidewalk programs replace infrastructure that is in poor or worse condition and are evaluated by the curb and sidewalk staff before being replaced. The 2016 budget request for the Council allocation program and reimbursement program has been doubled to \$1.5M in response to public and Council concerns.

10. **Parks** When was/is the Made Men Youth Mentoring Program started? Describe how the proposed \$188,000 will be used. What are the metrics for success to evaluate such a program?

Attached you will find an Annual Report for Made Men (pages 18-20). In an effort to provide positive mentorship, the \$180,000 will be used to fund programs, personnel, and summer youth internships. Some of the programs funding is provided for sponsorship and/or youth internships which are the Basketball All-Star Hoopfest, Boys Flag Football, and the Girls Mentoring Program/Powder Puff Flag Football.

11. **Public Works** Is the City working with the County on the proposed \$13 million round-about? What is the City's position on this proposal? Has anyone talked to the neighbors in that area?

Yes, the City is working with the County on this roundabout with a 50/50 cost-share for costs not covered by federal dollars. The city's component is 10% of the total cost because there is a federal/local match of split 80/20, which means that city and county only have to split the 20% of local matching dollars.

A large component of the cost of this project is due to the two bridge decks that are also being replaced on Olive and on Sample. The city supports this roundabout as an improvement to that area in terms of traffic, identity, and necessary replacement of aging infrastructure. The City and County have meet with businesses in the area about this project. Also, an allowance is built into the scope of the engineering design contract to have a stakeholder meeting. In addition, the current schedule includes 1 on 1 meetings with adjacent property owners to begin occurring in November.

12. **Parks** What upgrades are planned for the Charles Black Center in 2016? What is the proposed timetable? What are the expectations for expanded uses and programs?

Park Bond proceeds to be used at the Charles Black Center in 2016 are tentatively as follows:

- New Roof
- Sign Repair

- ADA Front Doors
- Kitchen Repair
- Gym AC, floor resurfacing, and window replacement

In addition to these improvements for Charles Black Center there has also been a discussion to follow the 5 year Master Plan and build a second gym attached to the existing building.

Proposed time period for the majority of these projects is beginning 2015 with target completion 2016.

Expected uses are to increase the programs to diverse age groups at the same time. For instance, with the after school program serving 75 children and those same 75 children occupying the current facility, there is a restriction in reaching and serving other age groups within the same slots.

Activities include children games, themed events, indoor flag football, indoor soccer, volleyball, basketball, special workshops, and much more. Again, the emphasis being able to reach out to the community and offer a diverse set of programs to diverse age groups simultaneously.

As of now the facility is targeting programs at various time. For example, Adults 9am to 1pm; K-8 2:30 to 5:00 and 9-12 5:00 to 8:30. Doubling the recreational space will provide diversity among age groups and programming.

13. **DCI** What are the development plans for the Gateways to the City, and in particular US 31 in 2016?

There will be significant streetscape improvements along Michigan, Chippewa and Main Streets in 2016 to create a welcoming and attractive environment that will also be safer for pedestrians. A roundabout at Chippewa and Michigan and intersection improvements at Chippewa and Main will create a new portal or gateway into the City from the South. Improvements will continue at the shopping center at Ireland and High Street as well as part of general improvements to the shopping center plaza.

To the west, the activities along two key gateways of Western and Lincolnway West will be primarily in terms of continued business support through façade grants, business development, the ambassador program, bus shelters, etc. Some infrastructure improvements to support a neighborhood ‘main street’ along Lincolnway West with additional lighting, etc., are anticipated but details would be informed through further community engagement. On the east, the implementation of the first phases of the SE plan will set the stage for future improvements on Lincolnway East and Miami. If the City were a recipient of the State’s Regional Cities grant, progress would advance on improvements along the ‘blueways’ – the trails that flank the St. Joseph River from the Mishawaka border to downtown South Bend.

14. **Public Works** What streets in the city are maintained solely by the State of Indiana? Which ones are maintained by the city and how much monies does the City receive for providing those services?

State Route 933, US 31, US 20, I-80/90, and State Route 23 are not maintained by the City of South Bend. All other public roads within the City Limits are maintained by the City of South Bend.

LRSA Gas Tax:

Budgeted: \$1,045,000

Received: \$862,617

MVH Gas Tax:

Budgeted \$3,647,000

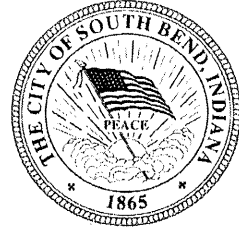
Received \$3,140,631

MVH Wheel Tax:

Budgeted \$2,050,000

Received \$1,624,695

227 W. JEFFERSON BOULEVARD
SUITE 1400 S.
SOUTH BEND, IN 46601-1830



PHONE: 574/235-9371
FAX: 574/235-9021

CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR
COMMUNITY INVESTMENT
SCOTT FORD, EXECUTIVE DIRECTOR

To: Common Council Members
From: Brock Zeeb
Subject: 2014 Tax Abatement Annual Report
Date: June 15, 2015

Please find attached the City of South Bend 2014 Tax Abatement Annual Report. The report is split into three parts:

- Part 1 – A Local Municipal Code & Property Tax Deduction Location. Listing of companies property tax deduction location and reporting of section 2-28.13
- Part 2 – A Real Property Abatement. Listing of companies receiving assessed value deductions during the 2014 (pay 2015) tax year.
- Part 3 – A Personal Property Abatement. Listing of companies receiving assessed value deductions during the 2014 (pay 2015) tax year.

The following company has failed to file the CF – 1 form:
Ryan Fire Protection (Guinness Reality, LLC) RPTA

Important Notes:
Section 2-28.13 – Recognized minority groups: All persons classified as Black, Hispanic, American Indian, Alaskan Native, Asian, Pacific Islander and Women.

Assessments: If an assessment did not occur prior to March 1, 2014, the abatement will not activate until the following year. Business operations can begin, but tax assessments and deductions start after the issuance of County Assessment form 11.

After review of the report if you have any questions please contact me to discuss.

Thank you,

Brock Zeeb
Department of Community Investment
City of South Bend

2014 Tax Abatement Summary "Local Ordinance Reporting" & Property Tax Deduction Location

Owner	Project Name	Address	List of Local Companies / Minority Contractors used in Renovation / Installation	Number of Minorities Employed
Ameriplex Superior LP (Hubbell Incorporated RPTA 2013)	Hubbell Incorporated (Ameriplex Superior Partners RPTA 2013)	5231 Dylan South Bend 46628	Holladay Construction	25
Briarcliff Healthcare (RP 2014)	Briarcliff Healthcare (2014)	5024 West Western South Bend 46619	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
Catalyst LLC (RPTA 2014)	Catalyst LLC (RPTA 2014)	0 Ignition Park, South Bend 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
CBK Land Development	CBK Land Development LLC (RPTA 2014)	5233 Dylan South Bend 46628	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
Ceol Mor Properties LLC (Crooked Ewe RPTA/PPTA 2013)	Crooked Ewe (Ceol Mor Properties LLC RPTA/PPTA 2013)	1047 Lincoln Way East South Bend 46601, 1047 Lincoln Way East South Bend 46601, 1047 Lincoln Way East South Bend 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
Chase Plastics (PPTA)	Chase Plastics (PPTA)	5233 Dylan South Bend 46628	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
CHF/ Douglas Road Land Partners South (Harrington Orthodontics RPTA 2013)	Harrington Orthodontics (Douglas Road Land Partners RPTA 2013))	3340 Douglas South Bend 46545	Drywall Inc.	0
Colfax and Hill Partners (RPTA 2014)	Colfax and Hill Partners (RPTA 2014)	525 East Colfax, South Bend 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
Curtis Products, Inc (PPTA 2013)	Curtis Products, Inc (PPTA 2013)	702 South Carroll South Bend 46601, 702 South Carroll South Bend 46601, 702 South Carroll South Bend 46601, 702 South Carroll South Bend 46601, 702 South Carroll South Bend 46601, 702 South Carroll South Bend 46601	C & K Electric, Industrial Installation, Inc.	2
Data Realty Northern Indiana LLC (RP and PP 2013)	Data Realty Northern Indiana LLC (RP and PP 2013)	1440 Ignition South Bend 46617	Turner Construction, Larson Danielson, High Concrete Group, Steel Suplpy & Engineering, Midland Engineering, Lazzaro Companies, Paul Black General Contracting, JW Wertz & Sons, Gibson Lewis., Floor Coverings, Midwest Title & Interiors, Bergvik North America, Malko Electric Company, Ryan Fire Protection, Ideal Consolidated, Herman Goetz, Martell Electric, Havell Brothers, C&E Excavating, Pemberton Davis Electric, 3S Incorporated.	4
Demby Enterprises LLC (RPTA 2013)	Demby Enterprises LLC (RPTA 2013)	212 West Ewing South Bend 46613	Shambaugh & Sons	7
E.W. Marine (Indiana Rotomolding, Inc. RPTA 2012)	Indiana Rotomolding, Inc (RPTA 2012 - PPTA 2012)	3300 North Kenmore South Bend 46628	Majority Builders	44
East Bank South Bend Development LLC (RPTA 2013)	East Bank South Bend Development LLC (RPTA 2013)	0 Vacant Lot Colfax South Bend 46617	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
Endeavor Machined Products, INC. (PPTA 2010)	Endeavor Machined Products, INC. (PPTA 2010)	850 S. Marietta South Bend 46601	Self Installed	6

Equal Development (Prairie Apartments Housing Partners II RPTA 2009)	Prairie Apartments Housing Partners II (RPTA 2009)	2630 Prairie South Bend 46614	DC construction, Power tool Supply, Shades of Green, JJAmco, Repro Graphix, Ritchard Brothers, Office interiors, mikes fence, Joy Johns, D+B Plumbers, Wagler Siding, TCU insurance	2
Federal-Mogul Powertrain, INC (PPTA 2012)	Federal-Mogul Powertrain, INC (PPTA 2012)	3605 W Cleveland South Bend 46628	Self Installed	190
Fortis Plastics, LLC (AIC Ventures)	Fortis Plastics (RPTA 2009)	3615 Voorde South Bend 46628	Business Closed	Business Closed
G.H.S. Corporation (GHS Strings PPTA 2011)	G.H.S. Corporation (GHS String PPTA 2011)	6879 Enterprise South Bend 46628	Self Installed	8
General Sheet Metal Works (PPTA 2013)	General Sheet Metal Works Inc (PPTA 2013)	1902 S Main South Bend 46613, 1902 S Main South Bend 46613, 1902 S Main South Bend 46613, 1902 S Main South Bend 46613, 1902 S Main South Bend 46613, 1902 S Main South Bend 46613	Edward J. White, Inc., Hoosier Crane Service Company, L.L. Geans Construction Company, Wendt Crane & Rigging, C & K Electric	5
General Sheet Metal Works (RPTA 2005)	General Sheet Metal Works (RPTA 2005)	2025 S Main South Bend 46613, 2025 S Main South Bend 46613	Wendt Crane & Rigging, C & K Electric, ADT Security Services, Dudeck Roofing & Sheet Metal, Michiana Lock & Key, Midwest Irrigation, Arnt Asphalt Sealing, Industrial Door of Indiana, Masonry Contractors, Inc., L.L. Geans Construction, Tri-Valley Glass, Kuert Concrete, Schuell Fence, Industrial Installations, Inc., Lookin Good Construction, AAY's Rent-All	7
Global Parts Network, LLC (Vipar Heavy Duty, Inc PPTA 2011)	Global Parts Network, LLC (Vipar Heavy Duty, Inc PPTA 2011)	5102 Dylan South Bend 46628	Holladay Construction	Business does not track
Green Tech Transfer & Recycling (Transferred to Republic Services of Indiana, LP RPTA 2007))	Mother Earth, LLC (RPTA/PPTA 2007)	2500 Green Tech South Bend 46613	Ancon, Overhead Door, Transit Mix Minorities	4
GVW Realty (Premier Bandag RPTA 2011)	Premier Bandag (Best One Tire 2011 RPTA)	4411 Quality South Bend 46628	CMA SUPPLY, Transit Mix, Old Fort, JW Wernitz, Majority Builders, Rieth Riley, Fuerbringer Landscape, Ross Masonry, Overhead Door, Tri Valley Glass, Lambies Painting, Shambaugh & Son, North Central Mechanical	9
Hoffman Hotel Apartments Housing Partners, L. P. (RPTA 2013)	Hoffman Hotel Apartments Housing Partners, L.P. (RPTA 2013)	120 West LaSalle South Bend 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
Hoosier Tank & Manufacturing, Inc (PPTA 2010)	Hoosier Tank & Manufacturing, Inc (PPTA 2010)	1710 North Sheridan South Bend 46628	Purchased Equipment from closing business / Self Installed	35
Hoosier Tank and Manufacturing, Inc (Kinnucan Family LLC RPTA/PPTA 2011)	Hoosier Tank and Manufacturing, Inc (RPTA/PPTA 2011)	1710 North Sheridan South Bend 46628	Non Local Contractor	35
Hoosier Tank and Manufacturing, Inc (Kinnucan Family LLC PPTA 2011)	Hoosier Tank and Manufacturing, Inc (PPTA 2011)	1710 North Sheridan South Bend 46628	Non Local Contractor	35
Huron Partners (RPTA 2006)	Huron Partners L.P. (RPTA 2006)	5102 Dylan South Bend 46628	Holladay Construction	10
IRBN Inc. (PPTA 2014)	IRBN Inc. (PPTA 2014)	2115 West Western Ave, South Bend IN 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A

JJ White Incorporated (RPTA 2014)	JJ White Incorporated (RPTA 2014)	1904 North Kenmore St. South Bend IN 46628	Overhead Door Co., Dynamic Mechanical, FE Moran Fire Protection, Werntz Glass	6
Key SB, LLC (The Hinman Company RPTA 2008))	Key SB (RPTA 2008)	202 S Michigan South Bend 46601, 202 S Michigan South Bend 46601, 202 S Michigan South Bend 46601	Skanska Construction, Ziolkowski Construction, Midwest Title and Interiors, All Phase Electric,	0
Lake Michigan Mailer (Jade Elephant Holdings RPTA 2008)	Lake Michigan Mailers (RPTA/PPTA 2008)	3445 William Richardson South Bend 46628	Old Fort Building Supply, Precision Millwork, CMA Supply, Brite Electric, Knopp Fire Protection, Overhead Door, North Central Mechanical	4
Lippert Components Manufacturing Inc. (RPTA / PPTA 2014)	Lippert Components Manufacturing Inc. (RP 2014)	1902 West Sample South Bend 46619	Goshen Floor Mark, Service One, DMI North, Zimmer Metal, Old Fort Building Supply, Tri-Valley Glass, Precision Wall, Compress Air, Safety Systems, VFP Fire Systems	38
LOCK JOINT AND TUBE	LOCK JOINT AND TUBE (RPTA/PPTA 2012)	1217 SOUTH WALNUT SOUTH BEND 46619	Herman & Goetz, Precision Electric, Ferguson Enterprises, River Hose, Grainger	23
LOCK JOINT AND TUBE	LOCK JOINT AND TUBE (RPTA/PPTA 2012)	1217 SOUTH WALNUT SOUTH BEND 46619	Herman & Goetz, Precision Electric, Ferguson Enterprises, River Hose, Grainger	23
Mack Tool & Engineering, Inc (PPTA 2014)	Mack Tool & Engineering, Inc (PPTA 2014)	2820 Viridian Dr. South Bend IN 46628	Honlong Machine, Image Dimension Measuring, Mazak	3
McCormick & Company, Inc. (PPTA 2011)	McCormick & Company, Inc. (PPTA 2011)	3425 West Lathrop South Bend 46628	Gray Construction Inc, Robert Dietrick Co Inc.	29
McCormick & Company, INC. (RP/PPTA 2011)	McCormick & Company, INC (RPTA 2011)	1325 West Lathrop South Bend 46628	Antibus & Co, Zimmerman Industrial, Douglas Machine, Lepel Corp, Nalbach Engineerign Co., Parsec Automation Corp, Airlink Automation, Symbol Technologies, Shigle & Gibb Co, Ecolab Food Safety Specialities, Attronica, Crown Equipment Corp, Deluxe Sheet Metal, Herrman & Goetz, Kaeser Compressors Inc, Havel A division of Shamb, Koontz Wagner Construction, Sentry Equipment, ACMA, Multi Dimensional Integration, Domino AMJET, Varia Systems, P.E. USA, Barcoding, Barnes and Associates, Kaps ALL Packaging Systems, Industrial Service and Installation, Intelligrated Systems, ITW MULLER, Barry Wehmiller Design, Hartness International, Days Corp, D&D industrial Contracting, Haselden Company	29
Mecca Companies, Inc. (Annex of South Bend)	Mecca Companies Inc. (RPTA 2013)	2007 Northside South Bend 46615	D&B Plumbing, Simplex Grinnell, Momper, BSR Roofmasters, ARNT, Podell& Company, Schuell Fence, Kingman Storage, Beachy & Sons, Home Acres Building Supply	1
Michael J Morris (Enzyme Research Lab RP/PPTA 2006)	Enzyme Research Lab (RP/PPTA 2006)	1801 Commerce South Bend 46628, 1801 Commerce South Bend 46628, 1801 Commerce South Bend 46628, 1801 Commerce South Bend 46628	Herman and Goetz	1

Noble Americas South Bend Ethanol LLC (PPTA 2014)	Noble Americas South Bend Ethanol LLC (PPTA 2014)	3201 West Calvert South Bend 46613	ACM Engineering, Ferguson, Industrial Door of Northern Indiana, Koontz Wagner Construction, LFA Associates, Northern Electric Company, Old Fort Building Supply, Orion Group, Precision Wall Systems, Ritschards Bros, River Bend Hose, South Bend Chemical, Summit Contractor Supply	14
Olive Cleveland Partners (Invacare Corporation) RP2010	Invacare Corporation (Olive Cleveland Partners Expansion RPTA 2010)	7250 Vorden South Bend 46628, 7250 Vorden South Bend 46628	Lamar Construction	0
Olive Cleveland Partners (Original RPTA 2008, taken over by Patterson)	Olive Cleveland Partners (2008 RPTA, first for Invacare, taken over by Patterson)	7055 Cleveland South Bend 46628	MBI, Rieth Riley, Overhead Door, Tri Valley Glass, Ryan Fire Protection, Campbell Electric, Aggregate, CMA supply, Builders Iron Works, Big C Lumber, Wertz Hardware	33
Oliver Plow Partners, LP (ABC Supply Company RPTA 2011)	ABC Supply Company (RPTA 2011)	815 Oliver Plow South Bend 46624	Holladay Construction	2
Patterson Logistics Services, Inc. (RPTA/PPTA 2010)	Patterson Logisitcs Inc (RPTA/PPTA 2010)	7055 Cleveland South Bend 46628	MBI, Rieth Riley, Overhead Door, Tri Valley Glass, Ryan Fire Protection, Campbell Electric, Aggregate, CMA supply, Builders Iron Works, Big C Lumber, Wertz Hardware	33
Patterson Logistics Services, Inc. (RPTA/PPTA 2010)	Patterson Logisitcs Inc (RPTA/PPTA 2010)	7055 Cleveland South Bend 46628	MBI, Rieth Riley, Overhead Door, Tri Valley Glass, Ryan Fire Protection, Campbell Electric, Aggregate, CMA supply, Builders Iron Works, Big C Lumber, Wertz Hardware	33
Prairie Apartments Housing Partners LP (RPTA 2007)	Prairie Apartments Housing Partners LP (RPTA 2007)	2610 Prairie South Bend 46614	DC construction, Power tool Supply, Shades of Green, JJAmco, Repro Graphix, Ritchard Brothers, Office interiors, mikes fence, Joy Johns, D+B Plumbers, Wagler Siding, TCU insurance	2
R2 Diagnostics, Inc. (PPTA 2012)	R2 Diagnostics, Inc. (PPTA 2012)	1801 Commerce South Bend 46628, 1801 Commerce South Bend 46628, 1801 Commerce South Bend 46628, 1801 Commerce South Bend 46628	Internally Installed	1
Real America Development LLC (2014 RP)	LaSalle Hotel (RP 2014)	237 North Michigan South Bend 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
Ryan Fireprotection, INC. (Guinness Realty, LLC RPTA 2007)	Ryan Fireprotection, INC. (RPTA 2007)	3950 William Richardson South Bend 46628	Majority Builders	Not Provided
SBG Realty (South Bend Gear, LLC RPTA 2010)	SBG Realty (South Bend Gear, LLC RPTA 2010)	3849 Showerlux South Bend 46628	Majority Builders	4
Schafer Industries, Inc. (PPTA 2014)	Schafer Industries, Inc. (PPTA 2014)	4701 Nimtz South Bend 46628	Integrated Machining Systems	2
Somaschini North America LLC (2014 PP Reconfirming)	Somaschini North America LLC (2014 PP Reconfirming)	4701 Nimtz South Bend 46628	Days Corporation, Dynamic Mechanical, Majority Builders	5
Stanz Foodservice, Inc (RPTA 2008)	Stanz Foodservice Inc (RPTA 2008)	1840 N Commerce South Bend 46628, 1840 N Commerce South Bend 46628, 1840 N Commerce South Bend 46628, 1840 N Commerce South Bend 46628, 1840 N Commerce South Bend 46628, 1840 N Commerce South Bend 46628	Non Local Contractor	65

Stanz Foodservice, INC. (PPTA 2010 Reconfirmed 4070-10 Previously 3896-08)	Stanz Foodservice, INC. (PPTA 2010 Reconfirmed 4070-10 Previously 3896-08)	1840 N. Commerce South Bend 46628, 1840 N. Commerce South Bend 46628, 1840 N. Commerce South Bend 46628, 1840 N. Commerce South Bend 46628, 1840 N. Commerce South Bend 46628, 1840 N. Commerce South Bend 46628, 1840 N. Commerce South Bend 46628, 1840 N. Com	Non Local Contractor	65
Steel Warehouse Company LLC, Affiliates, & Equipment Lessors (PPTA 2010)	Steel Warehouse Company LLC, Affiliates, & Equipment Lessors (PPTA 2010)	2722 West Tucker South Bend 46619	Self Installed	100
Steel Warehouse LLC (PPTA 2012)	Steel Warehouse LLC (PPTA 2012)	1400 West Riverside South Bend 46616, 1400 West Riverside South Bend 46616	Self Installed	24
Steel Warehouse, LLC (PPTA 2010 1400 W. Riverside Dr.)	Steel Warehouse, LLC (PPTA 2010 1400 W Riverside)	1400 W Riverside South Bend 46616, 1400 W. Riverside South Bend 46616	Self Installed	24
Swing Batter Swing (RPTA 2014)	Swing Batter Swing (RPTA 2014)	501 West South St. South Bend IN 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
The Lebermuth Company, Inc. (RPTA 2013)	The Lebermuth Company, Inc. (RPTA 2013)	4004 Technology South Bend 46628	Holiday Construction Company, Compressor, Sonitrol, Ryan Fire Protection, U.S. Signcrafters,	0
THE TIRE RACK INC.	Tire Rack (2012 RPTA)	7101 Vorden South Bend 46628	Majority Builders	92
Tower at Washington Square LLC (RPTA 2014)	Tower at Washington Square LLC (RPTA 2014)	211 West Washington St. South Bend 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A
Triangle Machine, INC (PPTA 2013)	Triangle Machine, INC (PPTA 2013)	5231 Dylan South Bend 46628	Non Local Contractor	2
Tuliptree Associates, LLC (PEI Genesis RPTA/PPTA 2006)	PEI Genesis (Tuliptree Associates, LLC RPTA/PPTA 2006)	4747 W Cleveland South Bend 46628	Panzica Construction multiple local sub-contractors	115
University of Notre Dame & Innovation Park at Notre Dame, Inc. (PPTA 2008)	University of Notre Dame & Innovation Park at Notre Dame, Inc. (PPTA 2008)	1400 East Angela South Bend 46617, 1400 E Angela South Bend 46617	Centerline Mechanical, Crane Industrial, Custom Millwork & Display, Deluxe Sheet Metal, Direct Line, Earth Exploration, Frame Factory, Hobby Lobby, MaCallister Machinery, McMann Electric, Motion Industries, Office Interiors, Precision Wall Systems, Quality Window Treatments, Roseland Garden Center, SBC Reprographics, Schuell Fence, Troyer, We R Xhibits, Wesco, Wissco, Ziolkowski	66
University of Notre Dame (Innovation Park RPTA 2008)	Innovation Park (RPTA/PPTA 2008)	1400 E Angela South Bend 46617, 1400 E Angela South Bend 46617	R&R Excavating, Rieth Riley Construction, H.G Christman, Shambaugh & Son, Martell Electric, Koontz Wagner, All Phase Electric, Bob Miller Appliance, Business Furnishings	66
Value Production, Inc.	Value Production, Inc. (PPTA 2010)	2629 Foundations South Bend 46628	Non Local Contractor	0
Vida Realty (RPTA 2014)	Vida Realty (RPTA 2014)	2115 West Western Ave, South Bend IN 46601	Project Not Assessed as of March 1, 2014 - No Reporting Due	N/A

Real Property Tax Abatement Summary -2014

30 Active Abatements

Owner	Project Name	Confirming Resolution Number	Years Granted	End Year	Years Remaining	Total Taxes Abated	Total Taxes Paid	Announced New Jobs	Actual Jobs Retained	Actual New Jobs	Assessed Value (From Co. Assessor)	Compliance * (0-6)
Ameriplex Superior LP (Hubbell Incorporated RPTA 2013)	Hubbell Incorporated (Ameriplex Superior Partners RPTA 2013)	423,813	6	2019	4	\$313,770.00	\$311,889.00	62	0	67	\$3,253,100.00	2
Demby Enterprises LLC (RPTA 2013)	Demby Enterprises LLC (RPTA 2013)	430,913	7	2020	5	\$161,040.00	\$297,506.00	2	23	1	\$0.00	1
Douglas Road Land Partners South (Harrington Orthodontics RPTA 2013))	Harrington Orthodontics (Douglas Road Land Partners RPTA 2013))	424,313	3	2016	1	\$43,648.00	\$32,325.00	1	41	0	\$613,566.00	2
E.W. Marine (Indiana Rotomolding, Inc. RPTA 2012)	Indiana Rotomolding, Inc (RPTA 2012 - PPTA 2012)	420,612	3	2015	0	\$31,996.00	\$218,150.00	20	70	23	\$703,824.00	1
Equal Development (Prairie Apartments Housing Partners II RPTA 2009)	Prairie Apartments Housing Partners II (RPTA 2009)	400,009	10	2019	4	\$1,000,754.00	\$1,417,359.00	2	3	2	\$0.00	1
General Sheet Metal Works (RPTA 2005)	General Sheet Metal Works (RPTA 2005)	349,605	10	2015	0	\$63,817.00	\$65,106.00	10	112	9	\$46,984.00	2
Green Tech Transfer & Recycling (Transferred to Republic Services of Indiana, LP RPTA 2007))	Mother Earth, LLC (RPTA/PPTA 2007)	379,507	10	2017	2	\$272,982.00	\$278,498.00	9	0	25	\$1,511,200.00	2
GVW Realty (Premier Bandag RPTA 2011)	Premier Bandag (Best One Tire 2011 RPTA)	411,311	6	2017	2	\$185,279.00	\$130,537.00	15	0	18	\$1,116,500.00	2
Hoffman Hotel Apartments Housing Partners, L. P. (RPTA 2013)	Hoffman Hotel Apartments Housing Partners, L.P. (RPTA 2013)	428,613	10	2023	8	\$391,975.00	\$1,156,032.00	0	0	0	\$0.00	1

NOTES *

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Recommend Common Council consider this business non-compliant

6. Business Closed / Out of Business

No action recommended.

Owner	Project Name	Confirming Resolution Number	Years Granted	End Year	Years Remaining	Total Taxes Abated	Total Taxes Paid	Announced New Jobs	Actual Jobs Retained	Actual New Jobs	Assessed Value (From Co. Assessor)	Compliance * (0-6)
Hoosier Tank and Manufacturing, Inc (Kinnucan Family LLC RPTA/PPTA 2011)	Hoosier Tank and Manufacturing, Inc (RPTA/PPTA 2011)	410,511	7	2018	3	\$31,421.00	\$432,687.00	15	72	20	\$169,022.00	1
Huron Partners (RPTA 2006)	Huron Partners L.P. (RPTA 2006)	362,206	9	2015	0	\$847,679.00	\$690,448.00	0	0	0	\$4,102,800.00	1
JJ White, Incorporated (RPTA 2014)	JJ White, Incorporated (RPTA 2014)	437,314	2	2016	1	\$25,526.59	\$14,695.93	30	48	6	\$0.00	1
Key SB, LLC (The Hinman Company RPTA 2008))	Key SB (RPTA 2008)	382,108	9	2017	2	\$1,012,426.00	\$824,636.00	4	49	10	\$4,460,400.00	2
Lake Michigan Mailer (Jade Elephant Holdings RPTA 2008)	Lake Michigan Mailers (RPTA/PPTA 2008)	384,108	4	2012	-3	\$61,526.00	\$36,914.00	0	0	9	\$622,900.00	1
Lippert Components Manufacturing Inc. (RP 2014)	Lippert Components Manufacturing Inc. (RP 2014)	433,814	8	2022	7	\$732,893.00	\$1,824,206.00	0	0	180	\$791,601.00	1
LOCK JOINT AND TUBE	LOCK JOINT AND TUBE (RPTA/PPTA 2012)	418,712	5	2017	2	\$82,398.00	\$329,364.00	10	56	34	\$929,500.00	1
McCormick & Company, INC. (RP/PPTA 2011)	McCormick & Company, INC (RPTA 2011)	407,711	8	2019	4	\$784,181.00	\$1,267,980.00	5	102	0	\$2,479,000.00	2
Mecca Companies, Inc.	Mecca Companies Inc. (RPTA 2013)	430,813	9	2022	7	\$317,195.00	\$1,157,920.00	2	0	4	\$0.00	1
Michael J Morris (Enzyme Research Lab RP/PPTA 2006)	Enzyme Research Lab (RP/PPTA 2006)	355,406	8	2014	-1	\$146,715.00	\$112,957.00	6	11	9	\$1,144,934.00	1
Olive Cleveland Partners (Invacare Corporation) RP2010	Invacare Corporation (Olive Cleveland Partners Expansion RPTA 2010)	403,610	5	2015	0	\$228,053.00	\$180,467.00	0	0	0	\$2,662,900.00	3

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Olive Cleveland Partners (Original RPTA 2008, taken over by Patterson)	Olive Cleveland Partners (2008 RPTA, first for Invacare, taken over by Patterson)	384,008	7	2015	0	\$443,233.00	\$334,369.00	4	25	97	\$10,370,200.00	1
Oliver Plow Partners, LP (ABC Supply Company RPTA 2011)	ABC Supply Company (RPTA 2011)	412,211	7	2018	3	\$171,251.00	\$193,716.00	2	10	3	\$1,510,000.00	2
Patterson Logistics Services, Inc. (RPTA/PPTA 2010)	Patterson Logisitcs Inc (RPTA/PPTA 2010)	404,210	7	2019	4	\$539,941.00	\$1,504,950.00	35	60	97	\$10,370,200.00	1
Prairie Apartments Housing Partners LP (RPTA 2007)	Prairie Apartments Housing Partners LP (RPTA 2007)	371,107	10	2017	2	\$1,913,666.00	\$1,952,324.00	3	0	3	\$0.00	1
SBG Realty (South Bend Gear, LLC RPTA 2010)	SBG Realty (South Bend Gear, LLC RPTA 2010)	407,511	8	2019	4	\$233,062.00	\$267,465.00	26	0	20	\$2,344,200.00	1
Stanz Foodservice, Inc (RPTA 2008)	Stanz Foodservice Inc (RPTA 2008)	389,508	5	2013	-2	\$548,038.00	\$606,014.00	0	163	0	\$2,383,900.00	2
The Lebermuth Company, Inc. (RPTA 2013)	The Lebermuth Company, Inc. (RPTA 2013)	429,413	8	2021	6	\$29,056.00	\$1,386,823.00	55	0	0	\$1,200,000.00	1
THE TIRE RACK INC. (RPTA 2012)	Tire Rack (RPTA 2012)	419,812	5	2017	2	\$208,066.00	\$201,219.00	30	356	39	\$0.00	1
Tuliptree Associates, LLC (PEI Genesis RPTA/PPTA 2006)	PEI Genesis (Tuliptree Associates, LLC RPTA/PPTA 2006)	361,206	8	2014	-1	\$1,063,664.00	\$818,928.00	12	140	83	\$4,466,300.00	1
University of Notre Dame (Innovation Park RPTA 2008)	Innovation Park (RPTA/PPTA 2008)	390,608	10	2018	3	\$1,244,066.00	\$1,845,981.00	17	0	148	\$5,523,200.00	1

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No action recommended.

Monday, June 15, 2015

Owner	Project Name	Confirming Resolution Number	Years Granted	Last Year	Years Remaining	Total Taxes Abated	Total Taxes Paid	Announced New Jobs	Actual Jobs Retained	Actual New Jobs	Assessed Value (From Co. Assessor)	Compliance *(0-6)
Curtis Products, Inc (PPTA 2013)	Curtis Products, Inc (PPTA 2013)	423,013	5	2018	3	\$6,661.00	\$280,835.00	9	209	9	\$239,017.00	2
Data Realty Northern Indiana LLC (RP and PP 2013)	Data Realty Northern Indiana LLC (RP and PP 2013)	427,813	1	2014	-1	\$690,540.00	\$0.00	0	15	0	\$0.00	1
E.W. Marine (Indiana Rotomolding, Inc. RPTA 2012)	Indiana Rotomolding, Inc (RPTA 2012 - PPTA 2012)	421,812	5	2017	2	\$15,040.00	\$168,072.00	0	70	23	\$420,500.00	2
Endeavor Machined Products, INC. (PPTA 2010)	Endeavor Machined Products, INC. (PPTA 2010)	401,210	5	2015	0	\$17,618.00	\$12,493.00	5	9	2	\$919,372.00	2
Federal-Mogul Powertrain, INC (PPTA 2012)	Federal-Mogul Powertrain, INC (PPTA 2012)	418,512	5	2017	2	\$215,239.00	\$6,095,110.00	20	585	0	\$325,044.00	3
G.H.S. Corporation (GHS Strings PPTA 2011)	G.H.S. Corporation (GHS String PPTA 2011)	407,210	5	2016	1	\$26,096.00	\$23,747.00	15	0	18	\$125,611.00	2
General Sheet Metal Works (PPTA 2013)	General Sheet Metal Works Inc (PPTA 2013)	424,913	5	2018	3	\$15,962.00	\$854,508.00	9	183	9	\$595,150.00	2
Global Parts Network, LLC (Vipar Heavy Duty, Inc PPTA 2011)	Global Parts Network, LLC (Vipar Heavy Duty, Inc PPTA 2011)	408,811	5	2016	1	\$90,251.00	\$82,122.00	22	0	15	\$2,062,144.00	2
Hoosier Tank & Manufacturing, Inc (PPTA 2010)	Hoosier Tank & Manufacturing, Inc (PPTA 2010)	400,810	5	2015	0	\$17,243.00	\$198,306.00	8	52	40	\$1,364,055.00	1
Hoosier Tank and Manufacturing, Inc (Kinnucan Family LLC RPTA/PPTA 2011)	Hoosier Tank and Manufacturing, Inc (RPTA/PPTA 2011)	410,611	5	2016	1	\$15,606.00	\$299,679.00	0	54	38	\$1,439,678.00	1
Lake Michigan Mailer (Jade Elephant Holdings RPTA 2008)	Lake Michigan Mailers (RPTA/PPTA 2008)	384,208	5	2013	-2	\$74,139.00	\$38,579.00	0	0	9	\$0.00	1

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LOCK JOINT AND TUBE	LOCK JOINT AND TUBE (RPTA/PPTA 2012)	418,612	5	2017	2	\$382,390.00	\$663,675.00	10	56	34	\$6,184,346.00	1
Mack Tool & Engineering, Inc. (PPTA 2014)	Mack Tool & Engineering, Inc. (PPTA 2014)	440,414	5	2019	4	\$51,044.00	\$88,360.00	21	61	11	\$547,405.00	4
McCormick & Company, Inc. (PPTA 2011)	McCormick & Company, Inc. (PPTA 2011)	407,611	5	2016	1	\$6,472.00	\$1,410,100.00	5	112	0	\$0.00	2
Noble Americas South Bend Ethanol LLC (PPTA 2014)	Noble Americas South Bend Ethanol LLC (PPTA 2014)	434,014	5	2019	4	\$102,898.00	\$105,741.00	50	67	0	\$26,024,747.00	1
Patterson Logistics Services, Inc. (RPTA/PPTA 2010)	Patterson Logisitcs Inc (RPTA/PPTA 2010)	404,310	5	2015	0	\$391,446.00	\$356,190.00	36	60	97	\$0.00	1
R2 Diagnostics, Inc. (PPTA 2012)	R2 Diagnostics, Inc. (PPTA 2012)	418,412	5	2017	2	\$18,317.00	\$29,068.00	2	10	9	\$63,461.00	2
Schafer Gear Works, Inc (PPTA 2009)	Schafer Gear Works, Inc (PPTA 2009)	399,009	5	2014	-1	\$44,532.00	\$841,307.00	8	67	39	\$980,738.00	2
Schafer Industries, Inc. (PPTA 2014)	Schafer Industries, Inc. (PPTA 2014)	431,214	5	2019	4	\$12,917.00	\$1,033,899.00	5	78	28	\$527,365.00	2
Somaschini North America LLC (2014 PP Reconfirming)	Somaschini North America LLC (2014 PP Reconfirming)	431,614	5	2019	4	\$0.00	\$0.00	0	0	17	\$1,869,101.00	2
Stanz Foodservice, INC. (PPTA 2010 Reconfirmed 4070-10 Previously 3896-08)	Stanz Foodservice, INC. (PPTA 2010 Reconfirmed 4070-10 Previously 3896-08)	407,010	5	2015	0	\$16,119.00	\$106,926.43	162	174	0	\$0.00	2
Steel Warehouse Company LLC, Affiliates, & Equipment Lessors (PPTA 2010)	Steel Warehouse Company LLC, Affiliates, & Equipment Lessors (PPTA 2010)	405,510	5	2015	0	\$6,445.00	\$1,751,420.00	4	47	57	\$1,244,280.00	1
Triangle Machine, INC (PPTA 2013)	Triangle Machine, INC (PPTA 2013)	423,113	5	2018	3	\$861.00	\$39,255.00	2	2	0	\$0.00	2
University of Notre Dame & Innovation Park at Notre Dame, Inc. (PPTA 2008)	University of Notre Dame & Innovation Park at Notre Dame, Inc. (PPTA 2008)	390,708	5	2013	-2	\$19,550.00	\$15,763.00	17	0	148	\$156,358.00	1

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Value Production, Inc.	Value Production, Inc. (PPTA 2010)	403,210	5	2015	0	\$41,883.00	\$203,475.00	4	14	29	\$900,450.00	2

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MADE

MADE MEN

1522 WEST LINDEN AVENUE

SOUTH BEND, IN 46628

ANNUAL REPORT

THE PRESCRIPTION TO END VIOLENCE AND CHANGE LIVES

OUR OBJECTIVE

Made Men is a movement, created for the youth in our community. We focus on principles, hope, motivation, insight, and rules by which one should live. With love, support, and teaching, we are birthing a new generation of leaders that stand firm on a solid foundation.

In November of 2014, the Made movement was initiated at the center with two pilot programs in area high schools. This program focuses on self-improvement, life skills, leadership skills, financial independence, building productive relationships, and being “alive and free”.

OUR STAFF

Maurice Scott – MLK Center Director

Jason Jordan – Program Coordinator, MADE Program

Cedrick Joseph-Pauline – Program Coordinator, MADE Program

OUR METHODS

FACTS

- 5K+ Number of people reached annually through groups and presentations in schools, the juvenile justice system, colleges, community organizations and community events.
- 3k+ Number of students participated in Power Jams
- 6 Power Jams held in the schools and community
- 240 Number of students served weekly during school year
- 2 Number of High Schools presently hosting weekly meetings
- 50 Number of youth participants in summer internship program
- 6 Number of workshops and trainings completed in the community
- 20 Special events and social outings for teens hosted in the community

OUR RESULTS

FACTS

- *Thousands of young people Alive and Free
- *Graduation rates increasing
- *Number of occurrences of violent acts in school decreasing
- *Collaborative program started with JJC
- *2 more SBCSC schools added to weekly meetings
- *Weekly meals served to teens at weekly meetings at King Center

OUR DESIRED OUTCOMES

- *Increase the number of high school graduates in the schools we service by 5%
- *Increase the number of high school graduates that go on to college
- *Have a 90% or better college graduation rate
- *Continue to reduce violence in the schools we service
- *Become part of all SBCSC High schools by 2016-2017 school year
- *Create opportunities for youth to go on more educational field trips
- *Create college visitation trips

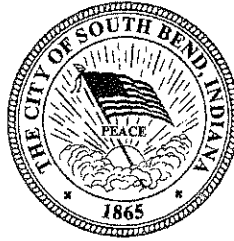
Benefits of ShotSpotter

South Bend, Indiana

1. Officer Safety
2. Collection of Evidence (5% collection w/o ShotSpotter vs. 60% with ShotSpotter)
3. Locating Injured or deceased victims
4. Used as evidence in St. Joseph County Superior Courts (who fired first, number of shots fired)
5. Increased Citizen – Police Contacts
6. Increased arrests
7. Decreased response time
8. ShotSpotter includes expert testimony
9. Pinpoints location of shots fired
10. Assists in true crime reporting (Assault vs. Accidental Discharge)
11. Location of witnesses
12. Ability to interact with victims and citizens (potential witnesses). (knocking on doors)
13. Locate “true” crime scene faster.
14. 2015 (Jan. – Sept.) (322) ShotSpotter Calls + (129) ShotSpotter and Citizen Calls. Over seventy-one percent (71%) of the time, citizens did not call in when shots are fired in the SST detection area.

CITIZEN CALL-IN (SST-C)		
	<u>2014</u>	<u>2015</u>
March	17.39%	35.29%
April	28.57%	31.25%
May	30.00%	29.82%
June	11.43%	32.65%
July	17.07%	26.92%
August	30.56%	26.56%
September	28.26%	42.86%
October	29.79%	30.77%
November	25.71%	#DIV/0!
December	28.57%	#DIV/0!

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR
BOARD OF PUBLIC WORKS

August 27, 2013

Mr. Gregg Rowland
ShotSpotter SST, Inc.
7979 Gateway Boulevard, Suite 210
Newark, California 94560-1158

RE: Proposal – Real-Time Location of Gunfire

Dear Mr. Rowland:

The Board of Public Works, at its meeting held on August 27, 2013, approved the above referenced Proposal in the amount of \$300,000.00 for two (2) years.

Enclosed please a copy of the proposal for your files.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Martin".

Linda M. Martin, Clerk

Enclosure

c: Chief Ron Teachman, Police Department
Ken Glowacki, Police Department
George King, Purchasing



August 8, 2013

Ron Teachman
Chief of Police
South Bend Police Department
701 W Sample St
South Bend, IN 46601

RE: Proposal ID#SBENDINF08082013

Dear Chief Teachman,

Thank you for the opportunity to provide you with this firm fixed price proposal for the ShotSpotter FlexSM Gunfire Location, Alert and Analysis Service. Enclosed is our standard pricing, scope of work and terms.

SST recommends the City subscribe to a three (3.0) square mile ShotSpotter Flex coverage area.

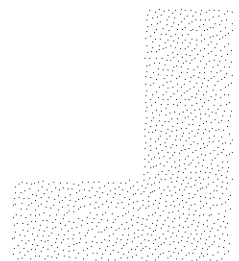
We stand ready to cooperatively work with you in an ongoing effort to address gunfire and related violent crime in your community.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Gregg Rowland', is written over a light gray grid background.

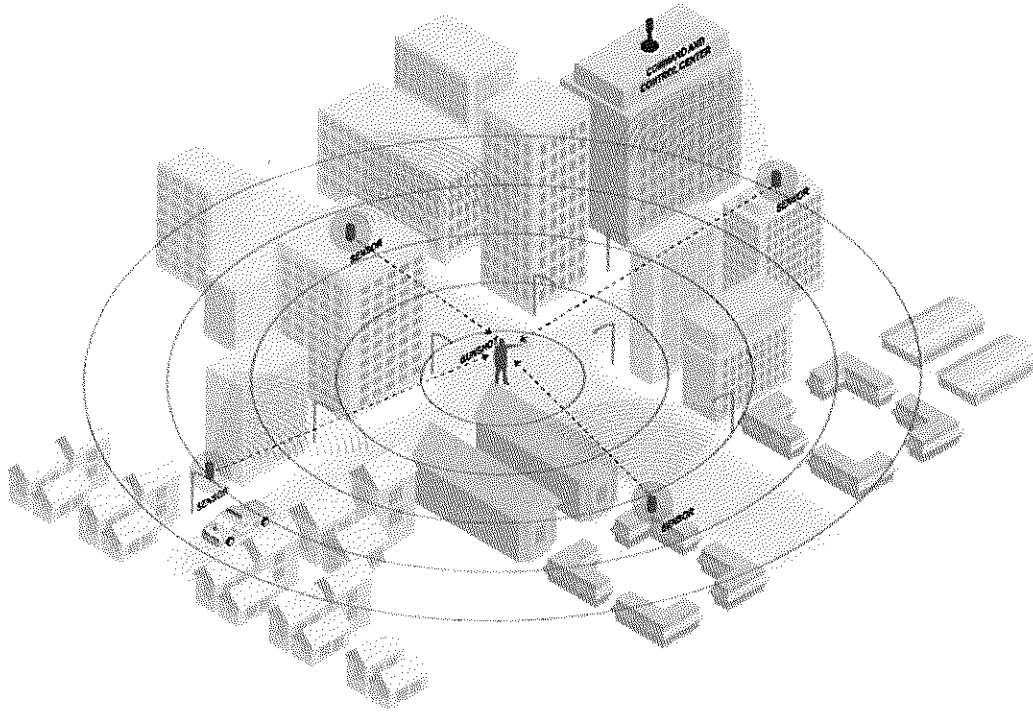
Gregg Rowland
Senior Vice President
C: 562-650-2673
gregg@sst-inc.com

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**Firm Fixed Price Proposal for a Subscription-Based
ShotSpotter FlexSM Gunfire Location, Alert and Analysis Service
for a Two-Year Term**

**Proposal ID: SBENDINF08082013
Prepared on August 8, 2013
for: South Bend Police Department**



Submitted by:

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Introduction

SST is the industry leader in the development and delivery of innovative, interoperable inter networked wide area acoustic surveillance systems for gunfire detection, explosive events detection, enhanced critical infrastructure and key resource security, and counter sniper uses. With its mission of reducing illegal gunfire and related violent crime, and improving physical security solutions, SST services deliver situational intelligence that heightens the safety of first responders, public safety and military, and creates significant improvement in incident management, investigations and forensic analysis. SST's services are focused on improving public and community safety by ultimately helping reduce and prevent violent gun crime and improving intelligence led policing and community policing initiatives.

SST has established a proven track record of providing quality service to customers, worldwide, and is profitable and has solid financial backing.

Subscription-Based Gunfire Alert & Analysis Service

ShotSpotter FlexSM is delivered in a subscription-based service model, making it more affordable and more easily deployed, and without the heavy up-front costs and IT resources and expenses of a traditional model of buying hardware and software licenses. For an annual subscription fee, agencies can now take advantage of crime-reducing features including: real-time location of gunfire, audio clips, reduced time-to-dispatch, and integration with video surveillance systems, among others. ShotSpotter FlexSM also introduces Qualified Reviewed Alerts, a service that provides instant review and assessment of gunshot incidents by trained SST gunshot review experts. After SST review, valuable actionable incident data is passed to 9-1-1 dispatchers and Public Safety Answering Points (PSAPs) enabling faster and more accurate incident preparation and response.

ShotSpotter Flex's unique wide-area acoustic surveillance based system provides an effective and affordable method to detect, locate, respond to, and reduce gunfire throughout entire neighborhoods and communities. ShotSpotter FlexSM is a solution that closely aligns with the challenges faced by public safety agencies and serves as a true and proven technology enabled force multiplier.

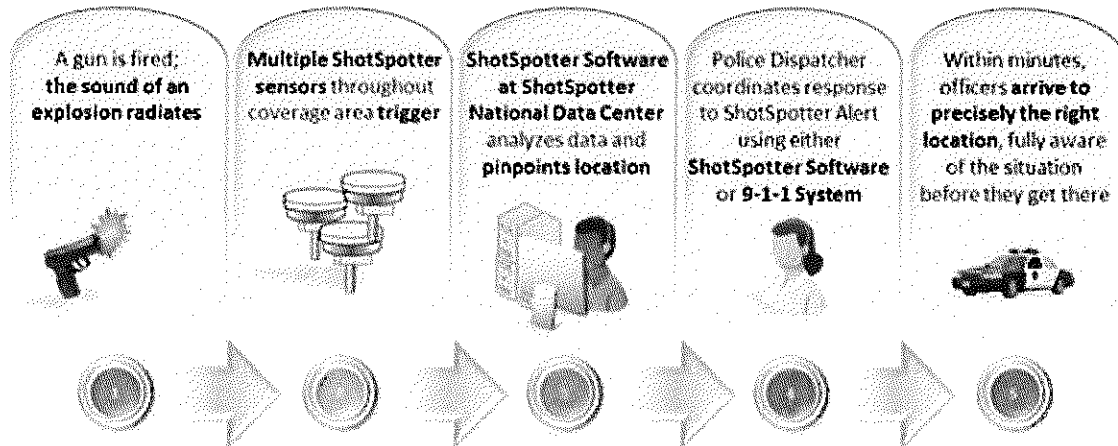
- ⊙ A single affordable annual subscription fee aligns with the economic realities of agencies, communities, and available funding sources
- ⊙ No cost to acquire, install, operate, and maintain ... SST does it all
- ⊙ Qualified Reviewed Alerts that pinpoint incidents allow personnel in 9-1-1 dispatch centers and PSAPs to make immediate and accurate dispatch and force response decisions
- ⊙ Qualified Reviewed Alerts also provide otherwise unavailable situational intelligence that allows first responders to more safely approach and resolve active shootings

- ⊙ Affordable coverage of larger areas enables agencies to address and reduce crime on a broader scale to permanently lower overall gunfire, homicides, and related violent crime throughout an entire community
- ⊙ Scalable and extensible coverage areas
- ⊙ Alerts to mobile consoles enable rapid responses while also increasing the overall efficiency of 9-1-1 operations
- ⊙ Aggregated gunfire incident information is available for CompStat and forensic review
- ⊙ Open interface to video surveillance and other complementary security systems
- ⊙ Customer Experience Program promoting “best practices” and comprehensive training developed from ShotSpotter’s large and diverse user community
- ⊙ ShotSpotter is a *designated* and *certified* technology in accord with the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (the “SAFETY” Act)

SST Reviewer Alert Service

When ShotSpotter Flex detects gunfire, detailed incident data is rapidly within seconds sent to the SST Operations Center, our secure data processing and alert qualification facility. Immediately, a SST gunfire and acoustic expert analyzes the data, qualifies the incident and sends a validated alert to the dispatch center or other Public Safety Answer Points (PSAP) and even directly to mobile and field personnel. Qualified Alerts include critical situational awareness such as number of shots fired, shooter position, speed and direction of travel (of a moving shooter) and the exact time of gunfire.

The highly trained and specialized team of gunfire detection experts at the SST Operations Center has analyzed thousands of gunfire events captured by SST solutions. Their dedicated 24x7x365 expertise provides an instant assessment of all potential incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts and giving agencies the level of data qualification they need to have complete confidence when dispatching based on alerts from ShotSpotter Flex. Drawing on their experience, SST experts are often able to add important situational intelligence to alerts, such as the possibility of multiple shooters and other critical data that can help personnel respond more safely and successfully.



Scope of Services

The purpose of this proposal is to provide pricing and corresponding terms and conditions for the procurement of the ShotSpotter FlexSM subscription service offering including:

- Qualified reviewed alerts for gunfire
- Incident types (e.g., fireworks) that do not explicitly generate alerts will be logged and retained in the system's database, and as such will be available for reporting, analysis, and mining. In addition, the basic reports provided with the system will summarize gunfire and fireworks activity, even if (as an example) receipt of fireworks is disabled.
- Coverage area; footprint determined by customer requirement
- Sensor type(s) determined by SST or certified installer.
- SST hosted, secured, monitored and maintained infrastructure (server farm, storage, sensor networks)
- Allocation of Alert Consoles among different roles (call-taker, dispatcher, or mobile) is configurable at the discretion of the customer.
- Accessible and searchable alert history for two (2) years (additional years for a fee)
- One (1) Program Development and Subscription Orientation session
- Training Program that consists of: best practices, recommended TTPs, end-user documentation, administrator training and online end-user training
- High-level summary report and basic incident reports
- Reasonable support with Detailed Forensic Reports
- Standard customer support

Where possible, the system's acoustic sensors will be mounted on rooftops away from traffic. Where approved buildings are not available, or not an option, lamp poles or other suitable mounting locations will be considered provided they meet SST standards. All sites require 24hour by 365 day 100 to 240VAC, 50/60Hz power sources. Non-standard equipment required for system installation may require an additional fee and if so will be quoted accordingly. Should mounting locations be unavailable or should there be no sensor communications available at a site, SST will work with the customer to adjust the coverage area accordingly.

SST will be responsible for following all local, state and federal regulations, codes, rules and laws as it relates to the installation of the ShotSpotter FlexTM service.

The following table lists the combined responsibilities of SST and its customer with respect to the acquisition, installation, training, and ongoing use of a ShotSpotter FlexSM service:

DELIVERABLES, ROLES, & RESPONSIBILITIES	SST	Customer
Execute contract	✓	✓
Program Development and subscription orientation	✓	assure stakeholder participation
Conduct Site Survey for Acoustic and sensor communications feasibility for each sensor location proposed emplacement. Site surveys will follow contract execution; the site survey will determine the ultimate coverage area footprint and area exclusions. Actual coverage areas may vary from cursory and pre-sales discussions due to challenges that include: physical obstructions, radio or cellular reliability, availability and permissions at suitable mounting location.	✓	
Provisioning of hosted services and corresponding access for admin, Alerts, additional and optional role-based support packages (if applicable)	✓	
Provide secure storage of customer data (minimum of 2 years online, 5 years offline)	✓	
Monitoring of systems for customer support and "hands off" software upgrades	✓	
Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.		✓
Provision network access required to meet SST minimum specifications and requirements (ref "Host and Services Required to Use ShotSpotter Flex Clients" SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.		✓
Install Alert Consoles on allocated workstations	✓	IT assistance PC or MDC
Configure data communications between the Alert Console workstation(s) and the hosted server.	✓	IT assistance PC or MDC
Provide GIS Data: Parcels, Addresses, Beat Boundaries and clearly identify the coverage area(s) and reporting areas		✓
Install necessary SST assets (ie, sensors) and, as appropriate, provision telecommunications lines and/or RF data radios including antenna systems with adherence to local electrical, and other relevant codes	✓	



DELIVERABLES, ROLES, & RESPONSIBILITIES	SST	Customer
Provision data communications to mobile computers to support Alert Consoles in patrol cars, command vans, etc.		✓
Integrate with complementary systems (e.g., video surveillance, CAD, Common Operating Picture)	Optional API, support only	✓
System calibration, and operational validation	✓	
End-user training (including admin training)	✓	assure stakeholder participation
Ongoing Reviewed Alerts and customer support	✓	

Coverage Area(s)

Systems are deployed to provide a blanket of coverage for one or more specified areas. Each area is bounded by a specific *coverage area perimeter*. The area(s) to be covered will be specified at a later date.

The area boundary will be a rough estimate of the requested coverage area(s) and is not exact as it cannot be verified with actual acoustic propagation information to determine the precise size(s) of each area (e.g., in square miles or square kilometers). This verification can only be accomplished during the installation process, therefore the shapes may vary. SST shall maximally deploy a coverage area as stated in the pricing section.

Pricing, Terms, Conditions

The pricing provided is a **firm fixed price** quote, remains valid for ninety (90) days from the date prepared (listed on the cover page).

The price as listed herein does not include any state or local sales taxes. Customer is responsible for notifying SST if the price needs to be adjusted for sales taxes.

One-Time Service Startup Fees:

Service initiation and startup fee for 3.0 square miles (@\$10,000/sq mi)	\$ 30,000
Training – Strategic Program and Tactical Use (one-time charge)	\$ 10,000
TOTAL ONE-TIME FEES	\$ 40,000

Annual Subscription Fee:

3.0 square mile coverage area (@\$ 45,000/square mile)	\$ 135,000
TOTAL ANNUAL FEE	\$ 135,000

Total Two-Year Term:

One-Time Service Startup Fees	\$ 40,000
2-year subscription for 3.0 square miles	\$ 270,000
Discount for 2-year subscription firm purchase order (waive training fee)	-\$ 10,000
GRAND TOTAL 2-YEAR TERM	\$ 300,000

Payment Terms

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

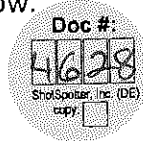
- \$82,500 due upon issuance of firm purchase order
- \$82,500 due upon ShotSpotter FlexSM “live” status
- \$33,750 due in advance quarterly starting one year after “live” status (four payments)

Accompanying Exhibit


An exhibit specifying the item listed below is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically so-stated above, should there be any question of precedence between the exhibit and this proposal, then the exhibit, a single consolidated document shall be superior to the proposal itself. Items addressed within the consolidated document are:

- SST FlexSM Service Agreement

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



SHOTSPOTTER, INC.

By: 
 (Authorized Signature)

Name: Gregg Rowland

Title: Senior Vice President

Date: August 23, 2013

CITY OF SOUTH BEND, IN

By: _____
 (Authorized signature)

Name: _____

Title: _____

Date: _____

APPROVED
 Board of Public Works
 AUG 27, 2013
Yann A. Holst
Yann A. Holst
Yann A. Holst



ShotSpotter Services Agreement – Standard Terms, Conditions and Support (Domestic)

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 Reviewed 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 Reviewed 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. Subject to subparagraph (ii) below, SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose. 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, transfer, 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 pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by 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, and 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 sonic 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 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 5 pm 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 wireless 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 customer's 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 U.S. 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 from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter 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



ShotSpotter Services Agreement – Standard Terms, Conditions and Support (Domestic)

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 such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

12. 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 so 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, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

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 part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement 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 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



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:

<u>Incident Type</u>	<u>Action</u>
High confidence incident is gunfire	Reviewed Gunfire Alert sent to Customer Alert Console
Uncertain if incident is gunfire or not	Reviewed Possible Gunfire Alert sent to Customer Alert Console
Low confidence incident is gunfire	No alert will be sent; incident available for customer review in the incident history available through the Customer Alert Console

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 fireworks 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.



ShotSpotter FLEX™ Services Agreement – Standard Terms, Conditions and Support (Domestic)

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.

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF CALIFORNIA)
) SS:
ALAMEDA COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

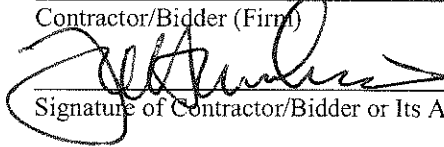
I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 23rd day of Aug, 2013

ShotSpotter, Inc.

Contractor/Bidder (Firm)



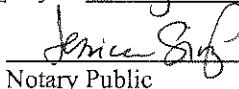
Signature of Contractor/Bidder or Its Agent

Joseph Hawkins, Senior VP

Printed Name and Title

Subscribed and sworn to before me this 23rd day of August, 2013

My Commission Expires 12/4/2015

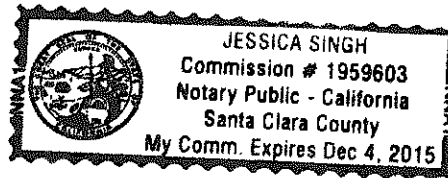


Notary Public

County of Residence Santa Clara

State of California, County of Alameda
Subscribed and sworn to (or affirmed) before me
on this 23rd day of August, 2013,
by - Joseph Hawkins -,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature: Jessica Singh



**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date 08/15/2013
 Name Chief Ron Teachman Department Police
 BPW Date August 27, 2013 Phone Extension 9195

Required Prior to Submittal to Board

Legal Attorney Name Cheryl Greene
 Controller Controller review is required for all Contracts \$5,000.00 or more
 and greater than one year in length per the City Purchasing
 Policy
 Purchasing George King

Check the Appropriate Item Type – Required for All Submissions

Agreement Contract Proposal Addendum
 Bid Opening Bid Award Req. to Advertise Title Sheet
 Quote Opening Quote Award
 Chg Order No. C/O & PCA No. PCA
 Ease./Encroach. Traffic Control Resolution
 Other: Claim

Required Information

Company or Vendor Name ShotSpotter SST, Inc.
 Yes If Yes, Approved by Purchasing
 New Vendor No
 MBE/WBE Contractor MBE Yes
 WBE Completed E-Verify Form Attached No
 Project Name Shot Spotter
 Project Number _____
 Funding Source General Fund-Other Professional Services
 Account No. 101-0801-421-31-06
 Amount \$ 300,000
 Terms of Contract Two year Subscription agreement
 Purpose/Description ShotSpotter Flex[®] service provides real-time location of gunfire.
 Incident data is passed to 9-1-1 dispatchers enabling faster and more
 accurate incident preparation and response.

For Change Orders Only

Amount of Increase \$ _____
 Decrease \$ _____
 Previous Amount \$ _____
 Current Percent of Change: % _____
 New Amount \$ _____
 Total Percent of Change: % _____

Dispersal After Approval

Copy Ken Glowacki
 George King