FLEX SERVICES AGREEMENT

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Contents

This ShotSpotter® Flex™ Services Agreement (this "Agreement") is entered into by and between ShotSpotter, Inc., a Delaware corporation authorized to conduct business in the State of Florida (referred to herein as "ShotSpotter" or "Contractor"), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560 and the City of Fort Lauderdale (hereinafter referred to as "Customer" or "City"), with offices located at 100 N Andrews Ave., Fort Lauderdale, FL 33301, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter's gunshot location system ("ShotSpotter® Gunshot Detection, Location, and Forensic Analysis Service") to be provided under this Agreement.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits ("Exhibits") are attached to, and incorporated in this Agreement:

    A. ShotSpotter Proposal ID # FTLFL060520

    B. Service Level Agreement

    C. Customer's Travel Allowance and Subsistence Policy

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

    A. Investigator Portal means the internet portal to which Customer will have access to Reviewed Alerts.

    B. Confidential Information means that information that is exempt from disclosure or confidential and exempt from disclosure pursuant to Florida law.

    C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.

    D. Data means data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

    E. Reviewed Alerts means the data reviewed by ShotSpotter's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

    F. ShotSpotter Flex System means the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™ and ShotSpotter Dispatch™ applications, and ShotSpotter® Investigator Portal user interface to which Customer will have access under this Agreement on a subscription basis.

H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.

I. System means collectively the Software and Subscription Services provided under this Agreement.

3. **SUBSCRIPTION SERVICES**

   A. ShotSpotter will install the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.

   B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises' owner/property manager/lessee for such installation.

   C. The ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter 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 ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

   D. ShotSpotter will provide Customer with user documentation, online help, online training presentation, and online training sessions (as available).

   E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.

   F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.

   G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Investigator Portal password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical

Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests, other than those specified in Paragraph E of this Section, within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm, Monday through Friday, Eastern standard time. A ShotSpotter email support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, 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 ShotSpotter will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

  i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). Since ILS is an electronically produced document and has not been reviewed by a ShotSpotter analyst, the ILS is not intended to be presented as forensic evidence.

  ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

  DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs, subject to the Customer's Travel Allowance and Subsistence Policy in effect as of the date of this Agreement, a copy of which is attached to this Agreement as Exhibit C. writing by Customer If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses in accordance with the Customer's Travel Allowance and Subsistence Policy (Exhibit C hereto), upon completion of the services. Customer understands that ShotSpotter 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. ShotSpotter requires at least fourteen (14) days prior notice of such a request in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter 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 within forty-five (45) days following the Customer's receipt of a proper payment invoice for such services in accordance with the Florida Local Government Prompt Payment Act (Sections 218.70- 218.80, Florida Statutes) regardless of the outcome of the proceedings.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available to the Customer via the Investigator Portal. Subscription fees are due and payable on an annual basis in accordance with Exhibit A, subject to appropriation of funding.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services 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. Following year three (3) the annual Subscription fees will be charged at ShotSpotter's then current list price. Subscription fees for any additional miles to expand the Coverage Area will be at ShotSpotter's then current list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove at its own cost, the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

    A. Rights in Data.

        For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the

Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes. If ShotSpotter has a need to share the Data in an unaggregated format that identifies the City of Fort Lauderdale as the source of the Data, prior to release of such unaggregated Data, ShotSpotter will notify the Customer and request written approval from the Customer, which approval shall not be unreasonably withheld, delayed or conditioned.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, prosecutorial purposes, and any other lawful purpose in accordance with Florida law. Except as otherwise provided by Florida law, Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter 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 the Software and Subscription Services or any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Except as otherwise provided by Florida or federal law, Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy except as otherwise provided by Florida law, perform, or display, publicly or otherwise, except as otherwise provided by Florida law or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part,

with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, 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 Customer's country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System or any ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service component thereof exported to Customer 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 third party, or to any U.S. person or entity, any of the ShotSpotter Flex System, ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service 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. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, 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 third party 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.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to Data created after the date of notice of termination and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. However, Customer shall be entitled to access all Data created prior to the termination date.   Customer agrees that ShotSpotter shall not be liable to Customer for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience. In such event, ShotSpotter shall not be obligated to refund a pro-rata portion of any pre-paid fees for the annual period in which the Agreement is terminated.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. If during the time that ShotSpotter attempts to restore a materially required function, the Customer is unable to use the function or feature, ShotSpotter shall extend the contract term by the number of days that the function or feature was unavailable to Customer. In the event that ShotSpotter 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 Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer for any modification of the Subscription Services as described in this section.

G. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 30 of this Agreement, or as provided in the Florida or Federal Rules of Criminal Procedure, Florida or Federal Rules of Civil Procedure, required for the purposes of prosecution, or proper court process.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident).

2) ShotSpotter will not provide a list or database of the precise location of Sensors the public, if requested, unless required to do so by court process.

B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public, to the extent that any of them qualify as trade secrets under Florida law. Use by anyone other than Customer of the Subscription Services, Data, and documentation, to the extent any of them qualify as trade secrets under Florida law is prohibited, unless pursuant to a valid assignment under this Agreement. Customer shall not 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 Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter, to the extent they are trade secrets or confidential pursuant to Florida law or federal law, in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer Confidential Information to which ShotSpotter gains access in the performance of its obligations under this Agreement, to the extent it is exempt from disclosure or confidential and exempt from disclosure pursuant to Florida law, as confidential, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

In the event the receiving Party ("Recipient') receives a request for disclosure of any of the disclosing Party's ("Discloser") Confidential Information, the Recipient shall provide written notice to the Discloser prior to release of such Confidential Information.

7. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability. Contractor shall require any subcontractors providing services under this Agreement to maintain coverage in the limits above.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

   a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation, Umbrella, Errors & Omissions, and Cyber Liability.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale

100 N. Andrews Avenue

Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Cyber Liability

Coverage must be afforded in an amount not less than $5,000,000 annual aggregate.

8. Environmental, Health, and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

9. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

10. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion

into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City at Contractor's premises, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. City shall be responsible for its travel expenses associated with such audit. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

11. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

12. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

      a. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because

it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

b. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

c. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

d. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

e. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

13. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that would create a conflict of interest related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

14. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

15. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013)*, with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The Contractor certifies that it is not on

the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

16. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Investigator Portal and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.

C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; 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 ShotSpotter-supplied network will remain in operation at all times or under all conditions.

D. ShotSpotter 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 Subscription Services or Reviewed Alerts provided by ShotSpotter, 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 associated with Customer's 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 Subscription Services provided by ShotSpotter,

including any death, injury, or loss or damage to any property. However, nothing contained herein shall be construed as a waiver of the rights, privileges, or limitations described in Section 768.28, Florida Statutes (2019), as may be amended from time to time.

E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.

F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. CUSTOMER OBLIGATIONS

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors. However, ShotSpotter shall bear the responsibility of obtaining permission from any property owner regarding the use of their property for the installation of sensors and any cost incurred for the use of the property, including but not limited to licensing and rent fees.

C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.

D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.

E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter'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. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for

assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.

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

18. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, judgments, settlements, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, 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 license the ShotSpotter Flex System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer reasonably cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter 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. Customer may participate in the defense of such Action at its own expense.

This Section 18 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, 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 ShotSpotter as part of the Subscription Services, 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 Subscription Services 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 the Subscription Services, 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 Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights or other intellectual property of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, and to the extent it fully and finally satisfies a final, non-appealable judgment, if any, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 18 states the entire liability of ShotSpotter and is Customer's 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 Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service 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.

19. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's negligent or wrongful acts or omissions in the performance of this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

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, indirect, incidental, 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.

Except for its Intellectual Property infringement indemnity obligations under Section 18 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to ShotSpotter's obligations under this Agreement, whether in contract, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed the amount of insurance maintained by ShotSpotter available to cover the loss. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

20. DEFAULT AND TERMINATON; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software.   In the event of any litigation stemming from a termination of this Agreement pursuant to this section, the non-prevailing party following the litigation

and any final appeals shall be responsible for paying court costs and reasonable attorneys' fees, incurred by or on behalf of the prevailing party.

21. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter, except to the extent Customer is exempt from such taxes. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption.

22. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, ADDRESS: CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Notwithstanding any inconsistent provisions contained in this Agreement, Contractor shall comply with Florida public records laws, and Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b.   Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes , as may be amended or revised, or as otherwise provided by law.

c.   Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

d.   Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

23. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

24. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this 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 ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

25. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

26. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the conflict of law principles thereof. In the event of litigation, the proper venue shall be the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida or in the event of federal jurisdiction the District Court for the Southern District of Florida. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply

27. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

28. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, for any reason, it shall not affect, impair, invalid or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

29. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

30. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. 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 ShotSpotter's express consent.

31. GENERAL PROVISIONS

A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 30 of this Agreement.

B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.

C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

32. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

City of Fort Lauderdale

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

Approved as to form:

_____
Assistant City Attorney

WITNESSES: ShotSpotter, Inc.

_____   By: _____
Signature   Ralph Clark, President/CEO
_____
Print Name   Date: _____
_____
Signature
_____
Print Name

                                                      ATTEST:

(CORPORATE SEAL)   _____
                                                      Alan Stewart
                                                      CFO, Secretary, Treasurer

STATE OF _____:
COUNTY OF _____:

        The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2020, by Ralph Clark as President / CEO for ShotSpotter, Inc., a Delaware corporation authorized to transact business in the State of Florida.

                                    _____
                                    (Signature of Notary Public – State of Florida)

                                    _____
                                    Print, Type or Stamp Commissioned Name of
                                    Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: FTLFL060520 (Attached)

ShotSpotter®
Detect · Protect · Connect

Price Proposal for Subscription-Based

Gunshot Detection, Location, and Forensic Analysis Service

for the City of Fort Lauderdale, Florida

June 5, 2020

Proposal ID: FTLFL060520

Submitted by: **Ron "Jake" Jacobs, Director – Southeast Region**
510.468.8934 mobile
650.887.2106 fax
rjacobs@shotspotter.com

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7979 Gateway Boulevard, Suite 210
Newark, California 94560
888.274.6877
www.shotspotter.com

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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal in response to the Fort Lauderdale Police Department's request. The proposed ShotSpotter Flex product solution is designed to identify, locate, and track active gunfire, and will support FLPD's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.

- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.

- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
    - Recognition: "Was that gunfire, fireworks, or something else?"
    - Retaliation: "If they find out I called, will they come after me?"
    - Resignation: "No one came the last time I called…"

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365 by highly trained acoustic experts. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to take 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Fort Lauderdale.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with nearly 750 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 100 full-time employees and is headquartered in Newark, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Flex, is the leading gunshot detection, location, and forensic analysis system, and is trusted by 100 cities. Other product offerings include:

- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses

- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures

- ShotSpotter Missions™ (formerly HunchLab), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence

- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

Proposed Coverage Area

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon FLPD's requirements and based upon analysis of historical crime data. The area to be covered is shown in the map image below, delineated by a red boundary. Please note, the area outlined in the image is a rough estimate of the recommended coverage area. The precise size of the area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage area may vary. ShotSpotter will perform this verification during the installation process.
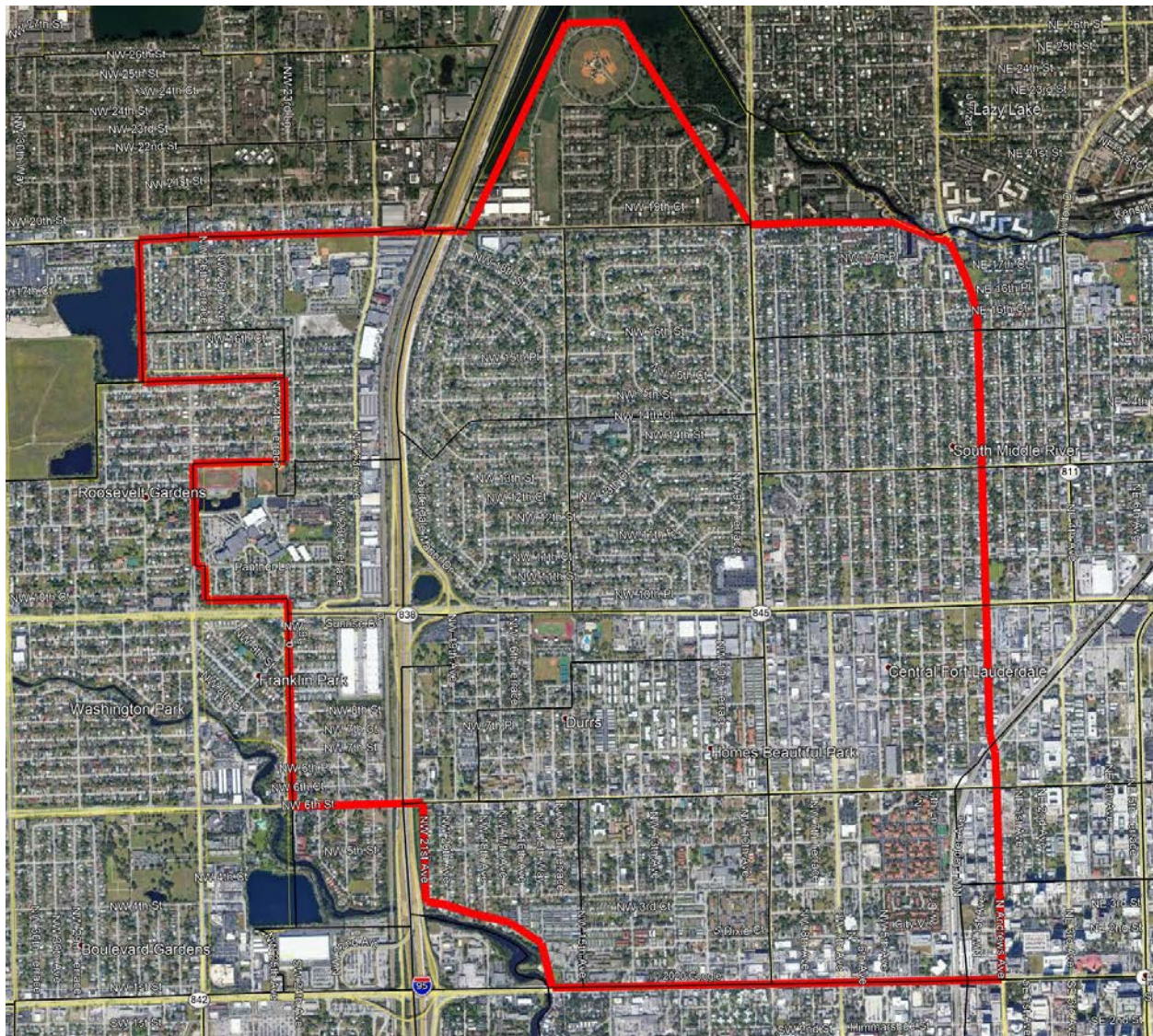
Figure 1: Proposed ShotSpotter Coverage Area = 4.0 square miles

ShotSpotter, Inc.

![ShotSpotter logo — Detect · Protect · Connect]

Solution Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
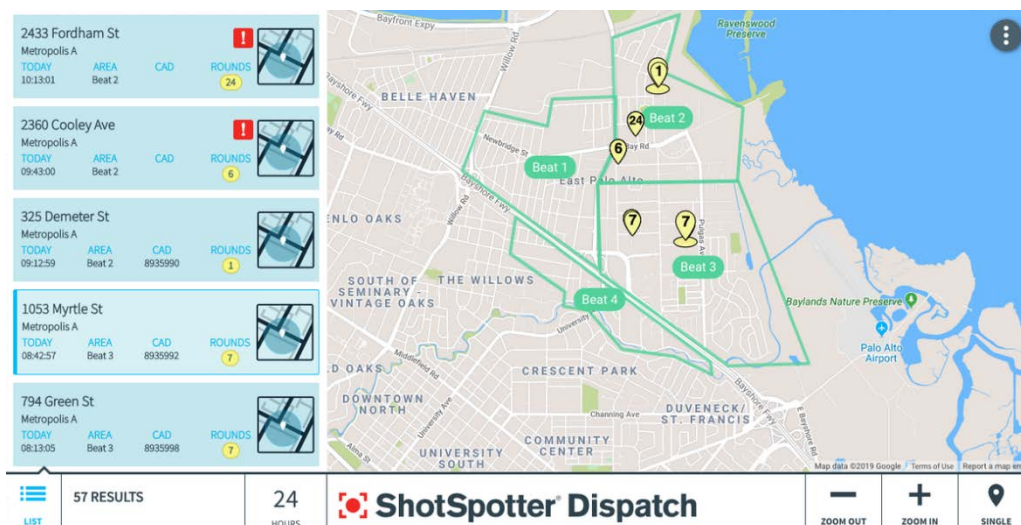- District identification
- Beat identification

Figure 2: ShotSpotter Dispatch App

ShotSpotter, Inc.

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

Figure 3: ShotSpotter Respond App

Investigator Portal

The ShotSpotter Investigator Portal enables users to view, search, sort, and filter all historical incident data in the ShotSpotter Flex database. Users can generate reports for single incidents and groups of incidents and apply parameters and filter settings to group incidents into a single report. Predefined reports can be viewed on a monitor, printed, or exported to standard CSV format.

End-users can also easily create custom reports and perform data analysis using standard off-the-shelf products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS (including Spatial Analyst), and any other Structured Query Language or SQL Server-compatible tools. The Investigator Portal also supports the ability to save any audio snippet as a standard MP3 file to any recordable media.

![ShotSpotter logo — Detect · Protect · Connect]

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the ShotSpotter® Respond™ smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.

Figure 4: Smart Watch Notification
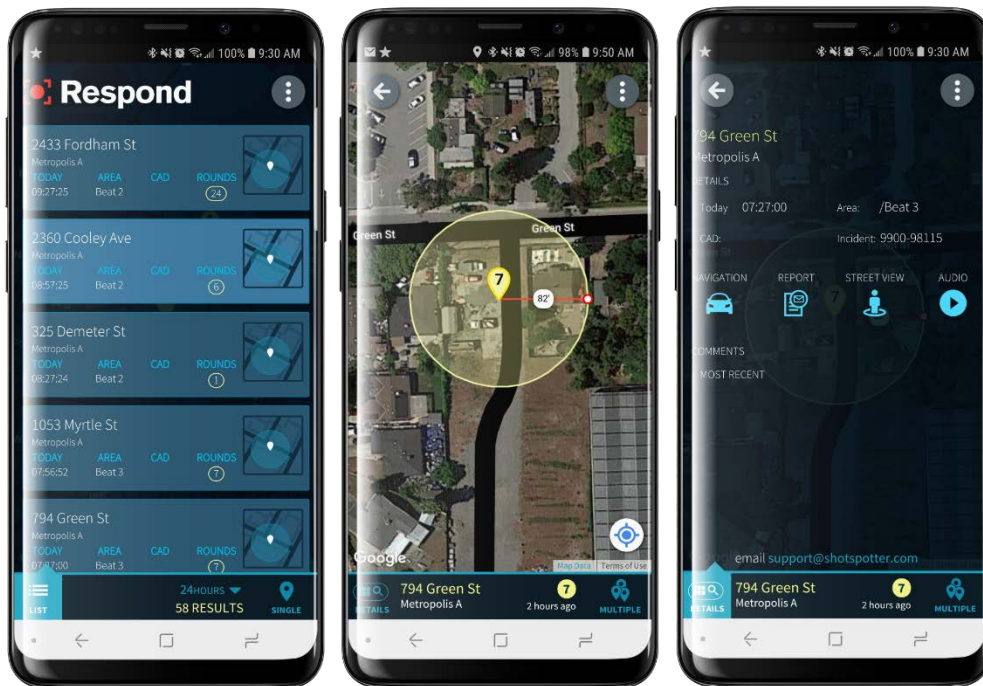
Figure 5: ShotSpotter Respond Smart Phone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for FLPD on ShotSpotter-hosted servers
- Consulting with FLPD and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and FLPD as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced,
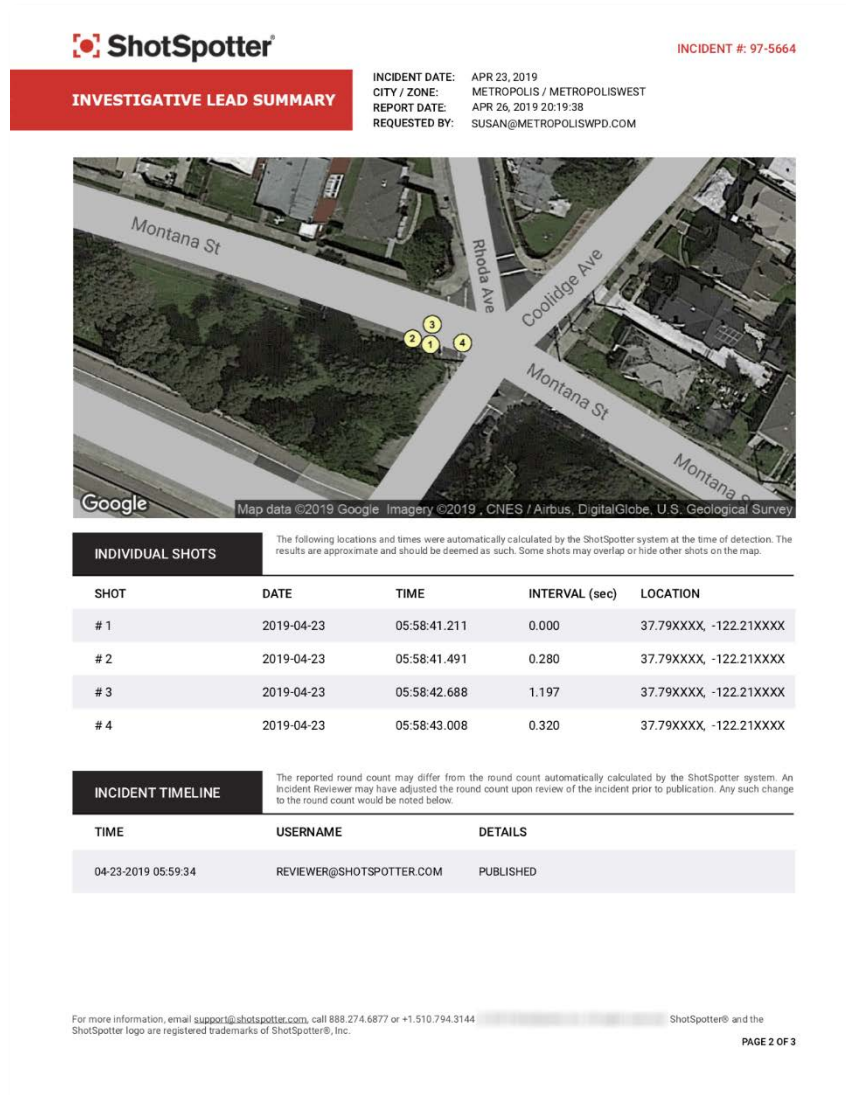

and has not been reviewed by a ShotSpotter analyst, the ILS is not intended to be presented as forensic evidence).

Figure 6: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.
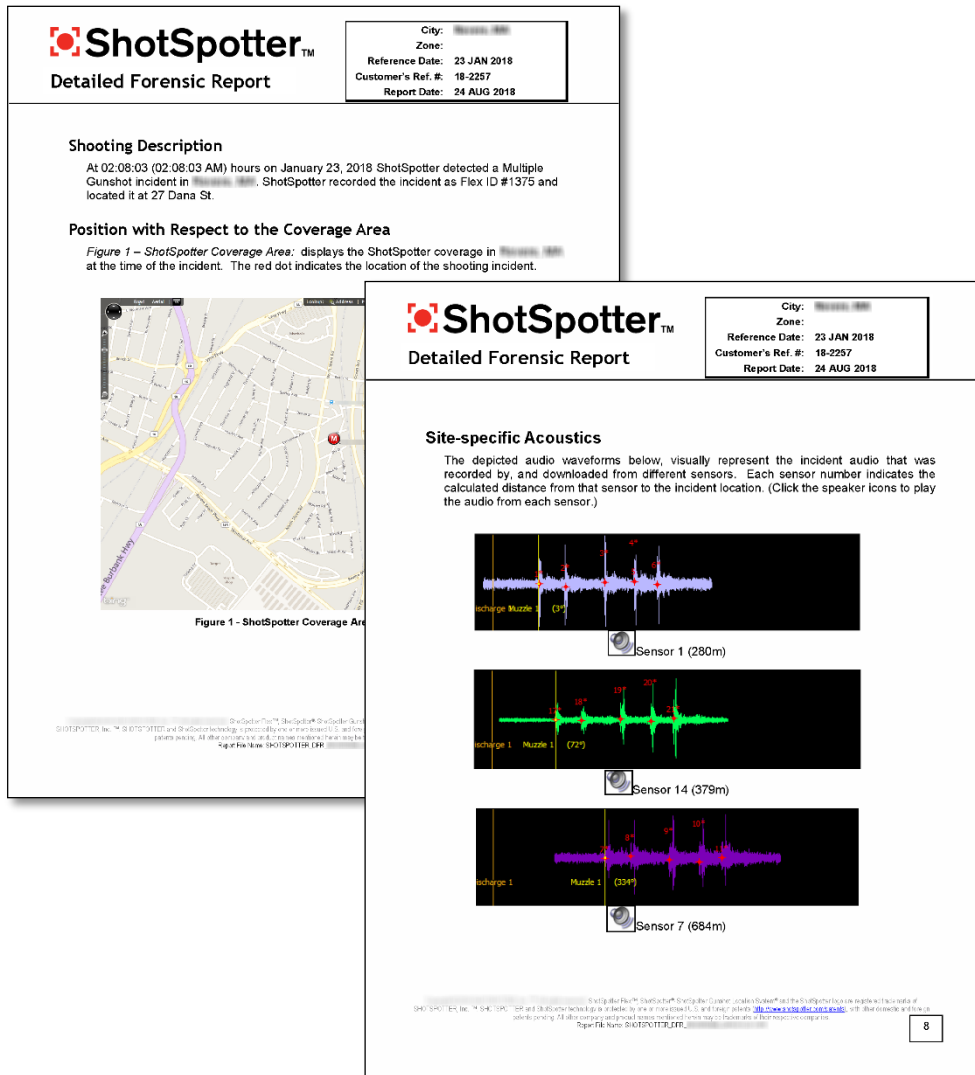
Figure 7: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter Flex data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

ShotSpotter, Inc.

The DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and, our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the FLPD to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the FLPD team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that FLPD's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support FLPD:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with FLPD's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off

Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with FLPD's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with FLPD's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist FLPD in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to FLPD to ensure that we deliver consistent, quality training based on FLPD's needs. In preparation for the planned cutovers, ShotSpotter will train each group of users on the ShotSpotter applications, including ShotSpotter Respond, ShotSpotter Dispatch, and the Investigator Portal. Using a combination of instructor-led, train-the-trainer, and on-line computer-based training, ShotSpotter's Customer Success Team will work with FLPD to tailor a training program that addresses the unique needs and/or scheduling constraints of FLPD users.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with FLPD's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Following system activation, the Customer Success Director will facilitate a series of Weekly Status Calls with FLPD to review the status and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 8 am–5 pm (weekdays) Pacific Time Zone Critical Support: 24x7x365

Customer References

ShotSpotter has 100 customers covering more than 750 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- New York, NY
- Chicago, IL
- Milwaukee, WI
- Minneapolis, MN
- Boston, MA

- Miami, FL
- San Francisco, CA
- Omaha, NE
- Fresno, CA
- Washington, DC

Customer Showcase & Reference Program

It is anticipated the City of Fort Lauderdale will be an exceptional customer agency in its use of the ShotSpotter gunfire data and intelligence. ShotSpotter is grateful to partner with the City of Fort Lauderdale and an agency of FLPD's caliber. As such, ShotSpotter has waived the fees for one square mile of coverage in order to enable FLPD to respond to a larger portion of its gun violence problem, while still working within FLPD's budget. In exchange, ShotSpotter is asking the City of Fort Lauderdale, through its police department to participate as a ShotSpotter Customer Showcase City and Customer Reference for ShotSpotter prospects throughout North America and Latin America. ShotSpotter will rely upon the City as a reference for prospective customers, as a net promoter, as a host site for potential customer visits to view the ShotSpotter system in a live environment, and to provide reviews or comments regarding the ShotSpotter gunshot location, detection and forensic services. However, the City is under no obligation to provide references, reviews, or comments until the Customer has had an opportunity to sufficiently access the operability of the product.

Our objective is to share best practices and improvements in the safety, security and quality of life in communities after the ShotSpotter service has been implemented and used by public safety agencies in their day-to-day operations. Our hope is that other cities and communities will be inspired to improve their own gun violence and related issues through similar best practices, operations and use of gunfire data as a critical component of their public safety technology portfolio. ShotSpotter also aims to support the City and FLPD in communicating to the residents of Fort Lauderdale and other important audiences, their commitment to reducing gun violence and other related crime, thereby helping improve the safety, vitality, and quality of life in the City of Fort Lauderdale.

Pricing

Single Coverage Area Pricing

Item	Quantity	Unit Price	One-Year Subtotal	Discount*	Three-Year Total
Service Initiation	4.0 mi^2	$10,000	$40,000	($40,000)	**$ 0**
Onboarding	1	$10,000	$10,000		**$10,000**
Annual Subscription Fee	3.0 mi^2	$65,000	$195,000		**$585,000**
Annual Subscription Additional Square Mile*	1.0 mi^2	$65,000			**$ 0**
GRAND TOTAL	**4.0 mi^2**				**$595,000**

*See Pricing Assumptions below for details.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack	$9,500/year

- Recurring annual subscription fee
- Includes up to three interfaces
- Does not include costs required from other vendors to implement or support the planned interfaces

Payment Terms

Payment for the service initiation, onboarding, and subscription (EXCLUDING optional interface license) shall be as follows:

Three-Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement ($102,500)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status ($102,500)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status ($195,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status ($195,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Flex Services Agreement to which this Proposal will be attached as Exhibit A (sample attached).

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

- This pricing in this proposal is contingent upon ShotSpotter receiving a fully executed contract for the three-year term and the related purchase order on, or before July 15, 2020.

- A Multi-Year Term Commitment discount will be applied to the one-time fees and is contingent upon ShotSpotter receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, or notifications, except as otherwise provided in the Agreement.

- ShotSpotter's pricing includes one square mile of ShotSpotter coverage at no charge for the three-year term of the agreement contingent upon the City agreeing to participate as a ShotSpotter Customer Showcase City and Customer Reference as described on Page 15.

- The pricing assumes that the City of Fort Lauderdale will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

EXHIBIT B – SERVICE LEVEL AGREEMENT

ShotSpotter Gunshot Location System®

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine 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 dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	**No alert** will be sent; incident available for Customer review in the incident history available through the Investigator Portal

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[1] See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The ShotSpotter App, and Investigator Portal provide the Customer with full and immediate access to incident history including information ShotSpotter 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 data access is available as long as the Customer is under active subscription and as otherwise provided in the Agreement.

Service Availability

The ShotSpotter Gunshot Location Service[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques[3].

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

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[2] Flex service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T or Customer's Internet Service Provider.

[3] ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described 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. ShotSpotter does not assume 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 ShotSpotter.

Customer will endeavor to inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Gunshot Location System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Investigator Portal.

ShotSpotter – Definition of Key Terms

The ShotSpotter Gunshot Location System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccuratelyLocated}{(NumberAccuratelyLocated + NumberNotDetected + NumberMislocated)}$$

where the "*Performance Rate*" is a number expressed as a percentage, "*NumberAccuratelyLocated*" is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter system is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Gunshot Location system is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) forty (40) incidents for systems of up to four (4) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are four (4) square miles or larger.

EXHIBIT C – CUSTOMER'S TRAVEL ALLOWANCE AND SUBSISTENCE POLICY
(Rev. January 15, 2019)

(Attached)

CITY OF FORT LAUDERDALE
POLICY AND STANDARDS MANUAL

CHAPTER: 9 | **SECTION:** 4 | **SUBJECT:** 1
REVISION DATE: January 15, 2019

CHAPTER:	FINANCIAL AND PURCHASING
SECTION:	TRAVEL ALLOWANCE AND SUBSISTENCE POLICY
SUBJECT:	TRAVEL ALLOWANCE AND SUBSISTENCE POLICY
AUTHORIZATION:	Chris Lagerbloom, ICMA-CM, City Manager

Digitally signed by Chris Lagerbloom
Date: 2019.01.15 13:16:25 -05'00'

I. PURPOSE:

To establish a travel allowance and subsistence policy for all employees performing directed travel of an official nature.

II. DEFINITIONS:

A. <u>Employee</u> – An individual who contributes time and service to the City for wages or salaries and has recognized rights and duties.

B. <u>Extended Travel</u> – Additional time beyond (before and/or after) the specific dates necessary to conduct City business, and may be requested by the traveler for convenience in arriving to or departing from destination point, or determined by significantly lower transportation costs.

C. <u>Non-employee</u> – Advisors, consultants, contractors and other persons who are called upon to contribute time and service to the City who are not otherwise required to be reimbursed through a contract for professional, personal, or consulting services, but who may be reimbursed by the City upon approval

D. <u>Target Airfare</u> – The cost of the lowest air transportation and baggage fees for a specified trip according to the General Services Administration (GSA) City Pairs Capacity-Controlled (CA) Fares.

E. <u>Travel Advance</u> – A request by an employee traveling on City business to receive a monetary advance for any out-of-pocket expenses (meal per diem, mileage, tolls, taxi/shuttle, parking, nightly allowance, and rental car) related to the trip.

F. <u>Travel Coordinator</u> – Department delegated staff who prepares travel documentation.

G. <u>Travel Costs</u> – Expenses generated while engaged in business related activities away from the regular work place(s) and include, but are not limited to the following: registration fee, airline or other transportation ticket(s), vehicle rental, lodging, and business-related costs such as phone charges, and internet access. Travel expenses shall not include any

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personal expenses on hotel bills such as room service, movie expenses, or food expenses.

H. <u>Travel Officer</u> – Designated individual from Finance (oversight department) who reviews and approves/denies Travel Request Forms and Travel Expense Forms.

I. <u>Traveler</u> – Anyone authorized to travel on behalf of the City of Fort Lauderdale including employees and non-employees.

III.   POLICY:

The policy is designed to cover reasonable employee expenses while traveling on City business and to promote the prudent use of public funds. Allowances are not intended to be employee compensation or an employee benefit program. The policy is designed to cover all employee travel. Any exceptions must have prior written approval of the City Manager, or designee, unless due to an emergency circumstance. In such an emergency, an after the fact written explanation will be required, from the traveler. Reimbursement will be contingent upon City Manager, or designee, approval of the explanation.

IV.   DETAILS:

A. **Extended Travel:**

Travel beyond the date necessary to conduct City business.

1. The City will not require a traveler to travel on non-working days to reach a lower net cost of travel. However the City does encourage travelers to travel on non-working days when it will result in significantly lower net cost of travel.

2. If requested by the traveler, extended travel may be approved at the beginning and/or end of the trip, in order to provide savings, or reasonable convenience.

3. The traveler will be reimbursed for per diem and lodging during the extended travel time as long as the total net cost results in a saving to the City.

4. If a traveler is combining City business and vacation, and part of the extended travel time consists of a bridge between the two, no per diem or lodging for that bridge time will be allowed.

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B. **Air Travel Costs:**

1. Prior to airfare being booked, travel should be approved and registration processed. The City will pay for the cost of the Target Airfare, inclusive of fare, baggage, seating and other economy related fees using a South Florida airport departure and return, flying on any regularly scheduled airline. Employees are expected to secure airline reservations in an appropriate manner consistent with obtaining the lowest cost according to the GSA City Pairs (CA) fare rates. GSA fares can be obtained at https://cpsearch.fas.gsa.gov.

2. Premium cost for first class, business class or premium seats will not be reimbursed.

3. Target airfare and related expenses (obtained by proper preplanning) will be used as the guideline in comparing costs of personal car versus air travel. The employee will be reimbursed for the lesser amount. Only personal car travel that does not exceed 500 miles (one-way) will be considered for comparison with air travel. The Travel Officer has the authority to consider business necessity when applying this clause. Exceptions will be approved by the Travel Officer.

4. If the traveler is reasonably sure that a particular trip will be taken, it is recommended that the lowest possible airfare be utilized, even though there may be a penalty for cancellation or changes. If a non-refundable ticket is obtained, and the trip cannot be taken due to required work or documented personal problems that are approved by the Travel Officer and the appropriate Department Director, the City will assume responsibility for any penalty.

5. If a ticket is unused, the Travel Officer and Accounts Payable shall be notified in writing of all particulars. It is the Travel Coordinator's responsibility to ensure that the unused ticket be used at the earliest possible time.

6. If substantial savings can be realized, (see parking and mileage reimbursement), it is recommended that alternate airports be considered and used. The traveler for personal convenience can choose alternate airports, as long as the travel cost is not increased.

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C. **Airport Parking Reimbursement / Airport Bus or Limo Service:**

1. Employees are encouraged to get rides to and from local airports.

2. If an employee must park at the airport, the City will reimburse for costs incurred, up to the current long-term daily rate in effect at a South Florida Airport. Parking will not be reimbursed for parking in short-term area. Receipts must be furnished. Employees eligible for mileage reimbursement may claim their travel to and from the airport and their normal work place, when using a personal vehicle. The mileage should be claimed on the monthly form submitted to the Payroll Section of the Finance Department. Total parking reimbursement shall not exceed the daily long-term parking rate. If alternate airports are used for cost saving to the City, the employee will be reimbursed for long-term parking or Shuttle Service to and from these locations.

3. The traveler is expected to utilize the least expensive means of transportation from the airport to the hotel, etc. Shuttles and Shared rides are preferred. Receipts must be provided for this expense. Credit card statements are not acceptable as receipts for the purpose of reimbursement.

D. **Rental Cars:**

1. Use of rental cars may be approved if:

    a. It is required by the nature of the task or travel requirements, and

    b. It will provide less cost to the City, compared to other types of transportation, and

    c. The traveler has personal automobile insurance and has a valid driver's license.

2. All rental cars must be pre-approved by the appropriate Department Director or Assistant City Manager.

3. All rental car charges shall be made on the Department's P-Card if possible.

4. The smallest rental car (least expensive) commensurate with the task or number of passengers must be utilized. The employee is expected to obtain the best rental rate, after making comparisons. The Procurement Division will maintain information on State of Florida Contract Rates, plus other special offers which may be available.

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5. The City requires the purchase of Collision Damage Waiver (CDW) insurance for rental cars.

6. As a general practice, rental cars will not be approved if the employee is staying at or in the near proximity of the conference hotel or meeting location.

7. Employees obtaining rental cars shall not accept any provisions for fuel to be provided by the rental agency. It is normally much less expensive if the rental car is returned full of fuel, paid for by the renter at a private gasoline station. When fuel receipts are presented, they will be reimbursed by the City.

E. **Personal Vehicle / City Vehicle / Car Pooling:**

1. Personal vehicles used for transportation by all employees outside the "tri-county" area will be reimbursed on a per mile basis that is equal to the rate established by the IRS. Employees below Management Level III may be reimbursed within the tri-county area. The Travel Coordinator will utilize an appropriate online mapping program (e.g., MapQuest) for determining miles between specific locations. The Travel Officer's acceptable mileage review will be final. IRS mileage rates can be obtained at www.irs.gov/tax-professionals/standard-mileage-rates.

2. If an employee chooses to use a personal vehicle for transportation, the City will reimburse the lower of the lowest target airfare plus estimated ground transportation costs or for mileage that does not exceed 500 miles (one way) plus appropriate tolls, whichever is lower.

3. The mileage allowable will be from the traveler's residence or regular work location. A cost analysis should determine the most economical route and overnight stay costs.

4. The City will reimburse employees for the use of their personal vehicle at the rate allowed by the Internal Revenue Service. The mileage reimbursement that is paid when personal vehicles are used includes costs for fuel, insurance, repairs, etc. Toll road charges will be reimbursed when personal vehicles are used and valid receipts are furnished.

5. If a City vehicle is utilized, tolls and fuel will be reimbursed. The Fleet Manager will provide instructions on what actions to take if a City-owned car needs repair outside of the Fort Lauderdale area. Receipts will be required.

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6. When more than one City employee is attending a conference, meeting or on official business away from Fort Lauderdale, they are encouraged, when possible to carpool.

7. An employee may be allowed reasonable, additional mileage, if official City business requires a personal vehicle be utilized for local trips while going to or at the destination. A statement must be attached to the Travel Expense Form explaining the need and the number of miles traveled. Additional mileage will not be allowed for travel related to the consumption of meals or for entertainment.

F. **Hotel Rates:**

1. When an employee is attending a conference, the City will reimburse for a room at a conference hotel, unless the traveler wishes to find a convenient nearby location that will result in a savings. Local transportation and parking must be a consideration but will be reimbursed if there is a net savings to the City. Although conference rates are generally offered, employees are encouraged to investigate availability of government room rates at the conference hotel.

2. Employees are not required to share hotel rooms with other employees.

3. The City will reimburse for the least expensive room at the conference hotel. For out of state travel, the City will reimburse for state or local taxes that are charged; hotel charges should be placed on the Department's P-Card.

4. If an employee can return to Fort Lauderdale, driving or flying, at or before 8:00 PM, overnight hotel will not be allowed.

5. If the employee cannot arrive at the conference or the start of the formal meetings by leaving the morning of opening day, overnight hotel expenses will be allowed. If an employee leaves home by 8:00 AM and arrives at the conference prior to the start, overnight expenses will not be allowed. When disputed, determinations of travel time shall be determined by the Travel Officer, using appropriate mileage software, the Travel Officer's decision shall be final.

G. **Miscellaneous Expense Allowance When Staying Overnight:**
The City will pay a daily allowance equivalent to the GSA Rate per night to the employee. This daily allowance is to cover incidental expenses.

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H. **Tri-County Travel** (Broward, Miami-Dade, and Palm Beach Counties):

1. Tolls and Parking:

   a. If a City car is used, tolls and parking will be reimbursed by the use of petty cash procedures. The vehicle number must be shown on the petty cash reimbursement form.

   b. If a personal car is used, mileage will be reimbursed at the current approved rate established by the IRS (Except for Management levels, I, II, and III). Tolls will be reimbursed, with receipts, except for Management levels I, II, and III.

   c. If the employee is on official City business, parking fees will be reimbursed. Parking receipts will be required and should be paid using petty cash.

2. Meal Reimbursement:

   a. If a meal is a part of the official program, paid for as a part of the registration, it will not be reimbursed separately.

   b. If the employee is required, as part of the reason for travel to be out of the City and returns home after 8:00 PM, the cost of dinner will be allowed in accordance with the GSA per diem schedule.

3. Hotels:
   Hotel expenses in the tri-county area will not normally be reimbursed or authorized. Deviation from this policy may be approved when appealed to the Department Director and the City Manager's Office. Only travel that exceeds 50 miles from the workplace to the destination, with overnight stay, across multiple days, will be considered.

4. Advances:
   Travel advances will not be provided for trips in the tri-county area.

I. **Meal Allowances:**

1. Meal allowances will be determined by per diem rates established through GSA. The current rate for the location you are traveling to can be obtained from www.gsa.gov/perdiem.

   Meal allowances include taxes and normal tips. In most cases, if a continental breakfast is provided by the hotel or conference, this shall suffice as an included breakfast and will not be reimbursed. Exceptions will be approved by the Travel Officer.

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2. The employee may not claim any meals which are included as part of the registration fee or are otherwise complimentary. If an employee chooses not to participate in a meal function that is included or otherwise furnished, reimbursement will not be provided for that event.

3. The City will reimburse for meals based upon the following schedule:

   a. Breakfast – When travel begins before 6:00 AM and extends beyond 8:00 AM.

   b. Lunch – When travel begins before 12:00 PM and extends beyond 2:00 PM.

   c. Dinner – When travel begins before 6:00 PM and extends beyond 8:00 PM or when travel occurs during night time hours due to special assignments.

J. **Submission of Travel Request Forms / Travel Advances:**

1. Travel Request forms should be submitted at least three weeks prior to the departure date. A separate form is required for each traveler. A travel advance may be given, if the traveler provides an estimate of the reimbursable expenses two weeks prior to departure.

2. A complete copy of all available brochures or programs describing the purpose of the trip (e.g. conference brochure) must be submitted with each travel request. Registration confirmation will not suffice. If a complete program is not available at the time the travel request is submitted, a copy must be provided with the expense form.

K. **Submission of Travel Expense Forms:**

1. Expense Forms, receipts (credit card statements are not acceptable), and related items, as well as reimbursements due to the City are to be submitted to Accounts Payable in the Finance Department, on form F-168, "Travel Expense Form" (See Appendix) within five days after completion of the trip, or to the Travel Officer if the request was not submitted prior to the trip. Each traveler must sign his/her own request for reimbursements.

2. In emergency situations, an employee may be required to travel without submitting a Travel Request. "After the Fact" travel is to be discouraged, and should be used only in emergency situations where time will not allow for normal procedures to be followed.

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L. **Fiscal Year Overlap:**
Travel that occurs in the next fiscal year will be approved out of the current fiscal years funds at the discretion of the Finance Department depending on when received and date of travel. The required prior payment should be provided in September of the current fiscal year in accordance with the year-end closing procedures.

M. **Non-Employee Travel, Reimbursed by the City:**
Non-employee travel will follow the same policies as those for employees. The City Manager's Office approval is required prior to making airline reservations for non-employees. The traveler must provide to the City his or her Social Security Number for Internal Revenue Service (IRS) reporting purposes. The non-employee should be told to save all receipts as a Form 1099 will be submitted to IRS and therefore will show as income to the non-employee, or to the company.

1. A rental car may be authorized if the candidate or consultant is required to be in Fort Lauderdale for more than three days or is unable to find accommodations in close proximity to the hiring or using agency.

2. Reimbursement will be made in accordance with existing travel policies and procedures. Expenses that are not in accordance with these policies will not be reimbursed.

N. **Travel Officer:**

1. The assignment of the Travel Officer or designee shall be made by the Director of Finance. Duties shall include:

    a. Review and approve/disapprove travel advance requests and after the fact reconciliation in accordance with the PSM policies.

    b. Review and approve/disapprove travel expenses related to relocations for new employees.

    c. Keep up-to-date changes in travel procedure and practices, recommend changes to our policies as needed.

O. **Travel Authorization and Funding:**

1. Department Directors shall have the authority to utilize their travel budget appropriation in a manner which they determine will further City and departmental objectives. While individual trips are often identified for budget justification, actual trips are to be taken at the discretion of the Department Director in accordance with these policies.

2. Budgeted travel consists of those trips which costs can be accommodated within the adopted appropriation for the particular department. Travel Requests (Form F-167, see Appendix) are to be submitted to the Travel Officer at least three weeks prior to commencing of the trip for review, approval and assignment of Travel Authorization (TA) number. The Travel Officer will calculate approved expenses, assign a TA travel number, and forward the forms to Accounts Payable.

    The Travel Request Form shall be approved or counter signed by a supervisor. For instance, travel of a department head must be approved by an Assistant City Manager. Travel of an Assistant City Manager must be approved by the City Manager. Travel of the City Manager should be counter signed by an Assistant City Manager. The Finance Department will set up an appropriate file and return one copy of the Travel Request Form and a copy of the Estimated Travel Reimbursement document to the Department/traveler. Upon completion of the trip, a Travel Expense Form (Form F-168) will be submitted to the Finance Department with a copy of the required receipts.

3. Non-budgeted travel is travel where costs will cause the department total travel appropriation to be exceeded. Travel requests for these trips must be approved by the appropriate Assistant City Manager. When submitting the request, the department must determine the method that will be used to pay for the travel. Any flow of funds from another object must be approved, accompany the Travel Request Forms, and be submitted for approval to the Assistant City Manager. Any contingency request will require City Commission approval.

4. It is the responsibility of the individual departments to assure that travel accounts do not exceed budgeted amounts without approval of the City Manager.

V.   APPENDIX:

*   Travel Request Form
*   Travel Expense Form

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