

**Meeting Date:** 5/17/2016

**Report Type:** Consent

**Report ID:** 2016-00491

**Title: Agreement: Gunfire Detection System (Two-Thirds Vote Required)**

**Location:** Citywide

**Recommendation:** Pass a Resolution authorizing the City Manager, or the City Manager's designee, to execute a supplemental agreement with SST, Inc. (ShotSpotter), to continue system and monitoring services for a gunshot detection system in an amount not to exceed \$165,000 and to add a ShotSpotter system to another location within the City in an amount not to exceed \$200,000 for a new total contract not to exceed amount of \$365,000 through June 14, 2017.

**Contact:** Dave Risley, Police Captain, Patrol/North Command, (916) 808-6464, Police Department

**Presenter:** None

**Department:** Police

**Division:** North Command

**Dept ID:** 11001151

**Attachments:**

1-Description/Analysis

2-Resolution

3-ShotSpotter Supplemental

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**City Attorney Review**

Approved as to Form

Michael Fry

5/10/2016 9:53:38 PM

**Approvals/Acknowledgements**

Department Director or Designee: Sam Somers - 4/21/2016 4:10:28 PM

## **Description/Analysis**

**Issues Detail:** The national average for citizens in urban areas to call the police when they hear gunshots is less than 15 percent. Additionally, the time delay between the gunshots being fired, the 911 call, and officers being dispatched to the location, may be several minutes. The likelihood of locating suspects, witnesses, and evidence is greatly diminished the longer the response time.

In an ongoing effort to reduce violent crimes, the Sacramento Police Department (SPD) recommends continuing the utilization of a gunshot detection monitoring system, which has enhanced response times, improved locating suspects and/or witnesses, and the collection of evidence.

**Policy Considerations:** The recommendations contained in this report are consistent with: 1) City Code Section 3.56.090 requiring City Council approval for agreements equal to or greater than \$100,000; and 2) City Code 3.56.230C, Exceptions to Competitive Bidding upon a two-thirds vote of the City Council.

**Economic Impact:** None

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** Ongoing administrative maintenance activities such as purchases of supplies, equipment or materials, do not constitute a “project” and are exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines, Sections 15061(b)(3) and 15378(b)(2).

**Sustainability Considerations:** Not applicable

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** On February 17, 2015, City Council passed a Resolution (R2015-0041) to allow the purchase of a gunfire detection monitoring system and to enter into an agreement with SST, Inc., (ShotSpotter) for the system and monitoring service. ShotSpotter is able to locate where shots have been fired within 25 feet of the incident and in less than 60 seconds, relay that information to the Communications Center and the patrol units, which results in quicker response times.

The ShotSpotter system was selected because it was the only system that is effective in an urban area and it can distinguish gunshots from other similar sounds, such as

firecrackers, bottle rockets, and car backfires. The ShotSpotter agreement was for a one year time period due to funding and as a trial to test the system's effectiveness.

The ShotSpotter system became operational on June 15, 2015 and encompassed a three square mile area in north Sacramento. This area was selected for deployment of the ShotSpotter monitoring technology because it consistently had the highest volume of reported gunshots within the City.

The ShotSpotter system has been instrumental in SPD's ability to meet one of its primary goals of reducing violent crimes. In the period between June 15, 2015 and March 31, 2016, there were a total of 454 ShotSpotter activations. Of the 454 activations, only 90 activations also had a citizen call to report the gunshot. Therefore, due to the ShotSpotter system, the SPD responded to 364 gunshots that previously would not have garnered a response. Additionally, during this same time period, the SPD made over 50 arrests directly related to data provided by the ShotSpotter alerts and seized 53 guns.

Another important benefit of the ShotSpotter system is that it provides opportunities for responding officers to engage and speak with community members. During the June 15, 2015 to February 29, 2016 time period, the SPD made 643 positive contacts with community members within the area covered by ShotSpotter and have left 144 door hangers, when unable to directly contact a nearby citizen, after a ShotSpotter activation.

Based on the success of the initial ShotSpotter trial period, the SPD would like to continue utilizing the ShotSpotter system. Additionally, the SPD is proposing to expand the ShotSpotter system into other areas of the City. Expansion of the ShotSpotter system will occur as funding is available.

**Financial Considerations:** Sufficient funding in the amount of \$365,00 is available for the continuation of the existing ShotSpotter system in the Fiscal Year 2015/16 Police Department Asset Forfeiture fund for this purchase. Future expansion of the ShotSpotter system is subject to the availability of funds.

**Local Business Enterprise (LBE):** A waiver of the LBE participation requirement was approved based on the fact that this is a sole source procurement and the vendor is not an LBE. In addition, this project is federally funded and LBE participation requirements are not applicable.

## **RESOLUTION NO. 2016-**

Adopted by the Sacramento City Council

XXXXXX XX, 2016

### **PURCHASE GUNSHOT DETECTION SYSTEM (TWO-THIRDS VOTE REQUIRED)**

#### **BACKGROUND**

- A. One of the primary goals of the Sacramento Police Department (SPD) is to significantly reduce violent crimes, many of which are directly related to firearms. The ShotSpotter detection system, manufactured and sold by SST, Inc., is able to locate shots fired within 25 feet of the incident and in less than 60 seconds, relay that information to the Communications Center and the patrol units allowing for quicker response times.
- B. Continuing the use of the ShotSpotter detection system and expanding the ShotSpotter area by purchasing another gunshot detection system from SST, Inc., is in the best interest of the City because the ShotSpotter detection system is the only available system that can pinpoint gunfire locations and distinguish a gunshot sound from other similar sounds.
- C. The purchase of the gunshot detection system will be made from SPD Fiscal Year (FY) 2015/16 Asset Seizure funds and will not impact the General Fund budget. Future expansion of the ShotSpotter system is subject to the availability of funds.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. In the best interest of the City, competitive bidding is hereby suspended for the purchase of the ShotSpotter gunshot detection system from SST, Inc.
- Section 2. The City Manager or the City Manager's designee is authorized to execute a supplemental agreement with SST, Inc, in an amount not to exceed \$165,000 for the continuation of an existing gunshot detection system and include an option to expand the system to be placed at another location within the City in an amount not to exceed \$210,000 for a total contract not to exceed amount of \$375,000 through June 14, 2017.



## CONTRACT SUPPLEMENT (Nonprofessional Services)

**Project Title and Job Number:** Gunshot Location System (2015-0217)  
**Purchase Order #:**

**Date:** 4-12-16  
**Contract Supplement No.:** 2015-0217-1

The City of Sacramento ("City") and SST, Inc ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2015-0217, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

The supplemental agreement is to amend the scope of services to allow for the continuation of a gunshot detection system for an additional one year term through June 14, 2017 at a cost of \$165,000 and add an optional expansion of a gunshot detection system at another location for up to a year within the City for an additional amount not to exceed \$200,000. The agreement will be increased by \$365,000 with a new not to exceed amount of \$515,000.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$365,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$150,000
Net change by previous contract supplements:	0
Not-to-exceed amount prior to this contract supplement:	\$150,000
Increase by this contract supplement:	\$365,000
New not-to exceed amount including all contract supplements:	\$515,000

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

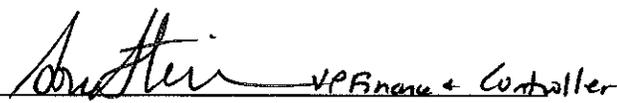
**Approval Recommended By:**

**Approved As To Form By:**

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
City Attorney

**Approved By:**

  
\_\_\_\_\_  
Contractor

**Attested To By:**

**Approved By:**

\_\_\_\_\_  
City of Sacramento

\_\_\_\_\_  
City Clerk

**ShotSpotter Inc**  
 7979 Gateway Blvd., Suite 210  
 Newark, CA 94560  
 Ph. 510-794-3100  
 Fx. 408-716-3279  
[www.shotspotter.com](http://www.shotspotter.com)  
 Tax ID # 47-0949915

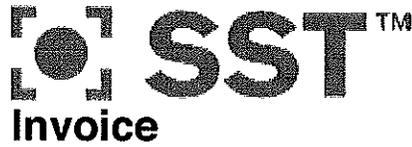


Exhibit 1

**Date** 3/4/2016  
**Invoice #** INV#10993

**Terms** Due by 6/15/2016

**Bill To**

Police Dept. - Supply Section  
 5770 Freeport Blvd., Suite 100  
 Sacramento, CA 95822-3516

**Ship To**

PD\_Supply  
 Police Dept - Supply Section  
 5770 Freeport Blvd., Suite 100  
 Sacramento, CA 95822-3516

Item	Quantity	Description	Amount
		ShotSpotter Flex Gunfire Location, Alert and Analysis Service	
198-0002-03	1	Renewal of Service for 6/15/2016 to 6/14/2017	165,000.00

**Total** \$165,000.00

## Additional Services & Support

SST, Inc. ShotSpotter Flex subscription service offering includes the following:

### Coverage Area Details:

- Coverage area footprint is determined by customer's needs and requirements.
- SST hosts, secures, monitors and maintains all infrastructure.
- Qualified, reviewed and analyzed gunfire alerts verified by SST acoustic analysts.
- Allocation of Alert Consoles, dispatcher or mobile, is configured at the discretion of the customer.

### Data Retention:

- SST guarantees 2 years of alert/incident history (additional years at a fee).
- Stored gunfire incidents and a complete summary report of gunfire and fireworks activity is available for analysis.
  - High-level Summary and Basic Incident Reports
  - Detailed Forensic Reports

### Training:

- Comprehensive Onboarding Program tailored to customer's needs.
- Customers are eligible for an in-person training program which include the following:
  - Best Practices
  - Recommended TTPs
  - End-user documentation
  - Administrator training
  - Online end-user training

### Support:

- Standard customer support includes 24/7 assistance with user account, software interface, tools, features, incident (re)classification and review.
- Investigative and consultative support for gunfire incidents, forensic reports, expert witness services, and integration services.

**Customer Requirements:**

- Provision network access required to meet SST minimum specifications and requirements (ref "Host and Services Required to Use ShotSpotter Flex Clients" SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.
- Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.

**Coverage Area(s)**

Systems are deployed to provide a dome of coverage for one or more specified areas. Each area is bounded by a specific coverage area perimeter. The areas outlined in any coverage images are rough estimates of the requested coverage area(s) and are not exact as they cannot be verified with actual acoustic propagation information to determine the precise size(s) of each area (e.g., in square miles or square kilometers). This verification can only be accomplished during the installation process, therefore the shapes may vary. Additionally if there is a discrepancy between the identified area(s) as defined by the square mileage listed in the caption and the area(s) outlined in any aerial image, the size listed in the pricing text shall take precedence and be considered the true size and therefore what SST shall maximally deploy.

Coverage boundaries will be defined at a later time. The coverage area will be located in the Southwest area of the city and cover three (3.0) square miles.

**Pricing, Terms and Conditions**

The pricing provided is budgetary only and may be subject to change. Upon request, a formal binding quote will be submitted. A site survey may be required and performed to arrive at a final and binding price quote. The pricing provided remains valid for ninety (90) days from the date prepared (listed on the cover page).

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

**One-Time Service Startup Fees**

Service initiation fee for 3.0 square miles @\$10,000/mi <sup>2</sup>	\$ 30,000.00
DISCOUNT on implementation fees	- \$ 10,000.00
<b>Total One-Time Fees</b>	<b>\$ 20,000.00</b>

**Annual Subscription Fee**

3.0 square miles coverage area @ \$60,000/mi <sup>2</sup>	\$ 180,000.00
<b>Total Annual Fee</b>	<b>\$ 180,000.00</b>

**Total One-Year Term**

One-Time Service Startup Fees	\$ 20,000.00
One-Year Subscription for 3.0 square miles	\$ 180,000.00
<b>Grand Total First-Year Subscription</b>	<b>\$ 200,000.00</b>