



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13399

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Director of Emergency Communications to sign a Memorandum of Understanding between the County and the City of Salinas to reimburse the County for its purchase and maintenance of an Inform CAD Shotspotter Interface and associated equipment and services, and to establish the parties' obligations in utilizing the ShotSpotter application; and
- b. Ratified actions taken by the Contracts Purchasing Officer to authorize placement of ShotSpotter sensors onto County property.

PASSED AND ADOPTED on this 13th day of December 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on December 13, 2016.

Dated: January 5, 2017
File ID: 16-1277

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONTEREY COUNTY AND
THE CITY OF SALINAS
FOR THE PURCHASE AND MAINTENANCE OF AN INFORM CAD SHOTSPOTTER
INTERFACE TO IMPLEMENT SHOTSPOTTER FLEX**

This Memorandum of Understanding (hereinafter referred to as "MOU"), is between The County of Monterey (hereinafter referred to as "County") and City of Salinas (hereinafter referred to as "City") and collectively referred to as "Parties".

RECITALS

- A. **WHEREAS**, The agencies receiving 9-1-1 dispatch services through the Monterey County Emergency Communications Center have collectively contracted for, and purchased the TriTech Inform Computer Aided Dispatch (CAD) system; and
- B. **WHEREAS**, Salinas has purchased a subscription for ShotSpotter Flex gunshot detection services and desires to receive pertinent data from the CAD system through a specifically designed Inform CAD ShotSpotter Interface:

Therefore, County and City agree as follows:

1. Responsibilities of Parties:

- a. County agrees to contract with TriTech Software Systems for the purchase for an Inform CAD – ShotSpotter Interface and associated project management and annual maintenance fees as specified in the TriTech Quotation QUO-71360-6SOTB6, dated July 22, 2016, attached hereto as Exhibit A.
- b. City shall be responsible for all costs, excluding administrative fees such as County staff costs for TriTech contract administration, associated with the interface purchase, to include purchase price, project management fees, annual maintenance fees, and all other fees that might be assessed by SST, Inc., the manufacturer of ShotSpotter Flex, or any other third-party, for licensing, deployment, configuration, warranty, and ongoing support and maintenance of the Inform CAD interface, as described in the TriTech Functional Design Document, attached hereto as Exhibit B. City will preview all proposed ShotSpotter Flex associated expenditures. County will make no expenditures in connection with the Inform CAD interface with ShotSpotter Flex unless the City has provided its advance consent.
- c. City shall be responsible for all costs, excluding administrative fees such as County staff costs for TriTech contract administration, associated with the procurement, installation, ongoing support and maintenance, and replacement of equipment and components purchased by County specifically for the reception of ShotSpotter Flex notifications. City will preview all proposed ShotSpotter associated expenditures. County will make no expenditures in connection ShotSpotter Flex equipment and components unless the City has provided its advance consent.
- d. County, through the Monterey County Emergency Communications Center (MCECC), will monitor for the creation of Inform CAD incidents based upon the receipt of notification from the ShotSpotter Flex application and the Inform CAD interface, and will process the incident in accordance with existing CAD incident management procedures. Additional dispatcher related procedures regarding ShotSpotter Flex and the Inform CAD interface

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will be mutually agreed upon by the Parties. City will be responsible for any H.R. costs, e.g., additional training, additional staff assigned per shift, additional hires, that are required as a result of implementing ShotSpotter. County will make no expenditures related to these H.R. costs unless the City has provided its advance consent.

- e. County will bill City for all ShotSpotter Flex associated costs at the time the initial order for creation of the Inform CAD interface is placed with TriTech. County will further bill City annually for TriTech support and maintenance costs related to the Inform CAD interface with ShotSpotter Flex and ShotSpotter-related costs. All Inform CAD interface, ShotSpotter equipment and component, and ongoing ShotSpotter Flex support and maintenance cost will be itemized in City's 9-1-1 Services Invoice.
2. Term of MOU. This MOU is effective as of the date of execution by the County with County signing last and shall continue for three years unless terminated subject to the terms of this MOU.
3. Termination: County may terminate this MOU for cause, including but not limited to non-payment of the ShotSpotter Flex related costs specified in this MOU and failure to reach agreement on dispatcher procedures in connection with ShotSpotter Flex. County will provide City with 90 days' advance written notice of intent to terminate and shall be entitled to terminate as indicated if the City has failed to cure or remedy the stated reason for termination. City may terminate this MOU for cause, including but not limited to County's failure to facilitate TriTech's deployment of and ongoing maintenance and support of the Inform CAD interface. City will provide County with 90 days' written notice of intent to terminate and shall be entitled to terminate as indicated if County has failed to cure or remedy the stated reason for termination.
4. WARRANTY: COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT OR GUARANTEE ANY COMPUTER APPLICATION, INSTALLATION, INTERFACE, COMPONENTS OR EQUIPMENT, OR ONGOING SUPPORT OR MAINTENANCE PROVIDED UNDER THIS MOU. COUNTY SHALL FURNISH THE SERVICES SET FORTH IN THIS MOU IN GOOD FAITH. CITY AGREES THAT COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER THAT IT INCURS RESULTING FROM THE SHOTSPOTTER FLEX APPLICATION AND INFORM CAD INTERFACE, FOR PROCESSING CAD INCIDENTS GENERATED BY SHOTSPOTTER FLEX, FOR ANY ERRORS OR FLAWS IN THE SHOTSPOTTER FLEX APPLICATION OR THE INFORM CAD INTERFACE, OR FOR ANY HARM OR DAMAGE THAT CITY INCURS THAT IS CONNECTED TO THE SHOTSPOTTER FLEX APPLICATION OR THE INFORM CAD INTERFACE IN ANY WAY.
5. Transfer of Rights and Obligations: The rights and obligations of the parties under this MOU may not be sold, assigned or otherwise transferred.
6. Mutual Comparative Indemnity:
 - a. County shall indemnify, defend and hold harmless City, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by County and / or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the City. The County shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the under this MOU.

- b. City shall indemnify, defend, and hold harmless County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by City and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. The City shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City is obligated to indemnify, defend and hold harmless the under this MOU.
7. Mutual Insurance Coverage Requirements: It is understood that County are both self-insured public agencies and without limiting their respective duties to indemnify the other, shall each maintain in effect throughout the term of this MOU self-insurance and/or insurance with the following minimum limits of liability:
- a. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- b. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- c. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- d. Professional liability insurance, ***if required for the professional services being provided***, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, then each shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.
8. Binding MOU. This MOU is binding upon County and City and upon the directors, officers, employees, and agents of each.
9. Severability: If any part, term or provision of this MOU shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this MOU, the validity of the remaining portions or provisions shall not be affected thereby.
10. Amendment. This MOU may be amended or modified only by an instrument in writing signed by all the parties hereto.

11. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this MOU.
12. Successors and Assigns. This MOU and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
13. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this MOU.
14. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this MOU.
15. Time is of the Essence. Time is of the essence in each and all of the provisions of this MOU.
16. Governing Law. This MOU shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
17. Construction of MOU. The parties agree that each party has fully participated in the review and revision of this MOU and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this MOU or any amendment hereto.
18. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU.
19. Authority. Any individual executing this MOU on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such entity and bind the entity to the terms and conditions of the same.
20. Integration. This MOU, including any exhibits hereto, shall represent the entire MOU between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
21. Notices. For purposes of this MOU, the following are designated as the parties' respective contacts and principal agents. Each party reserves the right to designate a different contact/agent upon giving written notice to the other party:

COUNTY of Monterey	City of Salinas
Emergency Communications Department	City Manager
William Harry, Director	Ray Corpuz
1322 Natividad Road	200 Lincoln Avenue
Salinas, CA 93906	Salinas, CA 93901
(office) 831-769-8880	(831) 758-7201
(fax)831-769-8896	
Harryw1@co.monterey.ca.use-mail	ray.corpuz@ci.salinas.ca.us

COUNTY OF MONTEREY

AGENCY

MOU FOR USE OF PURCHASE AND MAINTENANCE OF INFORM CAD SHOTSPOTTER INTERFACE
AND IMPLEMENTATION OF SHOTSPOTTER FLEX

By: William E. Harry

Print Name: WILLIAM E. HARRY

Title: DIRECTOR

Date: Jan 6, 2017

Approved as to Form

By: Rebecca M. Senicewicz

Printed Name: Rebecca M. Senicewicz
Deputy County Counsel

Date: Jan 13, 2017

By: Ray Corpuz

Print Name: RAY CORPUZ

Title: CITY MANAGER

Date: October 19, 2016

Approved as to Form

By: Christopher A. Callahan

Printed Name: Christopher A. Callahan
City Attorney

Date: October 18, 2016