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

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 with 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, Shot Spotter equipment and component, and ongoing ShotSpotter Flex support and maintenance cost will be itemized in City's 9-1-1 Services Invoice.

2. <u>Term of MOU.</u> 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. <u>Termination:</u> 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. <u>WARRANTY:</u> COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT OF 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 DAMANGE THAT CITY INCURS THAT IS CONNECTED TO THE SHOTSPOTTER FLEX APPLICATION OR THE INFORM CAD INTERFACE IN ANY WAY.

5. <u>Transfer of Rights and Obligations:</u> The rights and obligations of the parties under this MOU may not be sold, assigned or otherwise transferred.

6. <u>Mutual Comparative Indemnity:</u>

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: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form

By_____

Printed Name: _____
Deputy County Counsel

Date: _____

By: _____ ~Ed Gorn~ _____

Print Name: _____ RAY CORPUZ _____

Title: _____ SALINAS CITY MANAGER _____

Date: _____ October 14, 2016 _____

Approved as to Form

By _____ Christopher A. Callihan _____

Printed Name: _____ City Attorney _____
City Attorney

Date: _____ October 10, 2016 _____

Exhibit A

))) TRITECH
SOFTWARE SYSTEMS

Proposal/Sales Quotation	
Quotation QUO-71360-6SOTB6	Quotation Date: 7/22/2016

General & Client Information

Agency Name:	Monterey County Emergency Communications Department	**Bill To:** 1322 Natividad Road Salinas CA USA 93906
System Description:	Inform CAD - Shotspotter Interface	
Client Contact:	William Harry	
Contact Phone:	(831) 769-8880	**Ship To:** 1322 Natividad Road Salinas CA USA 93906
Contact Email:	harryw1@co.monterey.ca.us	
Expiration Date:		
Presented By:	Martha Chavez	

Project Products & Services

TriTech Implementation Service Fee(s)

Custom Solution(s)

Product Name	Unit Price	Qty	Total Price
Inform CAD - Shotspotter Interface	$55,650.00	1	$55,650.00

Custom Solution(s) Total: **$55,650.00**

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	$7,791.00	1	$7,791.00

Project Related Fee(s) Total: **$7,791.00**

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
Inform CAD - Shotspotter Interface	24 x 7	$12,243.00

	Annual Maintenance Fee(s) (Year 1):	$10,017.00
	Continuous Upgrade Fee(s) (Year 1):	$2,226.00
	Annual Maintenance Fee(s) (Year 1) Total:	***$12,243.00***

Project Total: $75,684.00

Estimated Sales Tax:	Taxable sales: $0.00	Subtotal: $75,684.00
(State: at %)		Sales Tax Amount: $0.00

Quote Total: $75,684.00

Terms and Conditions

Payment terms are as follows

100% of total due at time of order.

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the standard terms set forth in TriTech's System Purchase Agreement, which shall supersede any prior System Purchase Agreement. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

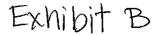|	
Quotation Issued by: Martha Chavez **Email: martha.chavez@tritech.com** **Phone: (858) 799-7838**	Send Purchase Orders To: **TriTech Software Systems** **9477 Waples Street, Suite 100** **San Diego, CA 92121** **Or Email:** salesadmin@tritech.com **Or Fax:** (858) 799-7015
	Remit Payments To: **TriTech Software Systems** **PO Box # 203223** **Dallas, TX 75320-3223**

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# _____ on invoice.

☐ No Purchase Order required to invoice.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

_____
Client Agency/Entity Name

_____   _____
Client Authorized Representative   **Title**

_____   _____
Signature Client Authorized Representative   **Date**

Exhibit B

Functional Design Document (FDD) – Integrated Solutions

Interface Name:	Inform CAD integration with ShotSpotter to receive information regarding gunshots detected.		
Interface Description:	Inform CAD integration with ShotSpotter to receive information regarding gunshots detected.		
Application:	Inform CAD	Language:	TCP/IP
Create Date:			

Proposed Approach:	TriTech's Cost Proposal includes licensing, deployment, initial configuration and firstyear warranty support of an automated, unidirectional import of notification messages from an SST Inc. ShotSpotter system. These messages are used to create or update an Inform CAD Incident.
	
	The ShotSpotter system directly monitors acoustic sensors and provides software for the detection and local or cloud-based analysis of gunshot events. When a suspected or confirmed gunshot is detected, the ShotSpotter Notification Engine transmits a proprietary message packet describing an initial or updated event notification using TCP/IP (socket).
	
	The TriTech ShotSpotter Interface accepts select Generation II packet formats provided in version 2.6 and newer releases of the ShotSpotter Notification API. For IALRT01 (basic) and IALRT02 (extended) initial notification message packets, the TriTech ShotSpotter Interface supports creation of Inform CAD Incidents based on the following rules:
	
	• Latitude and Longitude are used for setting the Inform CAD Incident Location and are used by Inform CAD for interpolating the closest street address (the street address provided in the ShotSpotter message is added to the Inform CAD Incident Comments but is not used for determining Incident Location).
	
	• Incident Type and Incident Workflow Status (must be either un-reviewed or reviewed; notifications with any other workflow classification are ignored) are used together and are translated to a valid Inform CAD Nature Code.
	
	The only ShotSpotter Type Codes that can automatically generate a new Inform CAD Incident include:
	    0 Unclassified
	    1 Single Gunshot
	    2 Multiple Gunshots
	    6 Other
	    7 System Test
	    13 Transformer
	    14 Explosion
	    17 Firing Test
	    18 Simulation
	    19 Possible Gunshot
	    20 Anticipated Gunshot		

Functional Design Document (FDD) – Integrated Solutions

Interface Name:	Inform CAD integration with ShotSpotter to receive information regarding gunshots detected.
	Notifications received with any other ShotSpotter Type Code are ignored by the TriTech ShotSpotter Interface. Additional data (e.g., Description, Distance, Heading, Adjusted Heading, Elevation, Adjusted Elevation, ShotSpotter Incident ID, Source, Beat, District, and Time) are added to the Inform CAD Incident Comments. When a new Inform CAD Incident is created for an acoustical gunshot report, it is presented to the controlling dispatcher as a pending incident. The TriTech ShotSpotter Interface also processes IUPDT02 update notification packages. The complete content of the update message is added to the Inform CAD Incident Comments and the controlling dispatcher is alerted to the update through an Inform CAD Advisor notification the same as any other update added to an active Inform CAD Incident. The TriTech ShotSpotter Interface does not process IALR03 or IUPD03 messages that include the URL to the associated audio files. The TriTech ShotSpotter Interface applications and data store reside on a conventional or virtualized server platform compliant with the Intel 64-bit architectures executing compatible editions and versions of Microsoft Windows Server operating system software. The TriTech Cost Proposal does not include any products, services or other fees that might be assessed by SST Inc. or any other third-party for enabling the TriTech ShotSpotter Interface as described. This exclusion applies to the procurement, installation and configuration of any SST products, licenses, services or options. The TriTech Cost Proposal also assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the TriTech ShotSpotter Interface. Timely approval of interface documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech.