

**C-4333-11**

**AMENDMENT NO. 11**  
AGREEMENT BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SOUNDTHINKING, INC. (FKA SHOTSPOTTER, INC.)  
(Contract No. C-4333)

This Amendment No. 11 (“Amendment”) to the Purchase Agreement (“Agreement”) is made this **24th day of September, 2024**, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and SoundThinking, Inc, a Delaware Corporation, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. City and SoundThinking, Inc. (“Contractor”) previously entered into a Purchase Agreement, Contract No. C-4333, dated July 24, 2001, which was superseded by a Flex Services Agreement, Contract No. C-4333-1 dated April 10, 2014 (“Agreement”); and
- B. C-4333-1 was most recently amended by Amendment No. 10 dated September 1, 2023; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

**AGREEMENT**

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from September 1, 2024 through August 31, 2025, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work remains unchanged. Contractor shall provide city the supplies and/or services identified in the Scope of work Exhibit A.
- 4. **Compensation.** The total purchase price for the annual supplies and/or services purchased under this Agreement is amended and increased by 10% over the previous rate and shall not exceed \$52,500.
- 5. **Insurance Certificate.** Current certificate will expire on August 15, 2025. A new insurance certificate must be provided prior to this date to the Materials Manager and the Contract Administrator in order for this Agreement to remain in effect.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
  - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
  - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

SoundThinking, Inc.  
a Delaware Corporation

DocuSigned by:  
*Roxanne Lerner* 9/16/2024  
5A2E233158A94FE...

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By: Roxanne Lerner  
Its: Director of Contracts



SoundThinking, Inc.  
 39300 Civic Center Dr., Suite 300  
 Fremont, CA 94538-2337  
 Phone: 888.274.6877 Fax: 650.887.2106

**DATE** 8/21/2024  
**Quote #** GLNDLPD040124r  
**Customer ID** Glendale PD

**Quote For:**  
 Ms. Tiffany Sandoval  
 Sr. Research & Management Analyst  
 Glendale Police Department  
 6835 North 57<sup>th</sup>. Drive  
 Glendale, AZ 85301

Quote valid until: 8/31/2024  
 Prepared by: D Lashley

**Comments or Special Instructions:**

Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for an additional one-year term (September 1, 2024 through August 31, 2025) for the 2.0 mi<sup>2</sup> coverage area. The proposed services will be delivered according to the terms and conditions contained in the ShotSpotter Service Agreement dated April 10, 2014, as subsequently amended, which is incorporated herein by reference.

SALES DIRECTOR:		Terri Greene	TERMS:		Net 30
QUANTITY (mi <sup>2</sup> )	DESCRIPTION	UNIT PRICE (per mi <sup>2</sup> )	TAXABLE?	AMOUNT	
2.0	Annual ShotSpotter Subscription Services for September 1, 2024 through August 31, 2025.	\$23,783			\$47,566
			SUBTOTAL		\$47,566
			TAX RATE		
			SALES TAX		-
			OTHER		-
			<b>TOTAL</b>		<b>\$47,566</b>

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quote # above. SoundThinking will issue an invoice once we receive the PO.

If you have any questions concerning this Quote, please contact Karen Isotalo - Vice President, Sales Operations at 510.298.8668 or kisotalo@soundthinking.com





August 21, 2024

Ms. Tiffany Sandoval  
Sr. Research & Management Analyst  
Glendale Police Department  
6835 North 57<sup>th</sup> Drive  
Glendale, AZ 85301

Dear Ms. Sandoval:

As you may be aware, the Department's current ShotSpotter (formerly Respond) subscription expires on August 31, 2024. To that end, the attached Quote GLNDLPD040124r is for an additional one-year term of the current subscription (September 1, 2024 through August 31, 2025) for the 2.0 square mile coverage area.

Since the current rate for the Department's coverage area is below our current market pricing (\$75,000 per square mile annually as of January 1, 2024) the attached quote includes a pricing adjustment (a 10% increase over the previous rate). This quote does not include any state or local taxes; please notify me if the quote needs to be adjusted for applicable taxes.

We appreciate the opportunity to continue to support the Glendale Police Department in your efforts to reduce gun violence and build community trust. Should you have any questions regarding the Department's subscription renewal, please feel free to call me at 510-298-8668.

Sincerely,

A handwritten signature in black ink that reads "Karen Isotalo".

Karen Isotalo  
Vice President, Sales Operations