

ORDINANCE NO. 6406

AN ORDINANCE AMENDING ORDINANCE NO. 6376 BY EXPANDING THE SUBSCRIPTION-BASED GUNSHOT DETECTION, LOCATION AND FORENSIC ANALYSIS SERVICES WITH SHOTSPOTTER, INC.

WHEREAS, on March 16, 2021 the Hot Springs Board of Directors, passed Ordinance No. 6376 approving the utilization of subscription-based outdoor gunshot detecting technology services from ShotSpotter, Inc. by the Hot Springs Police Department, and that

WHEREAS, ShotSpotter has proven incredibly successful in adding value, efficiency and safety for police officers and residents, and that

WHEREAS, the Hot Springs Police Department seeks to increase the area covered by ShotSpotter to include 2 additional square miles.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Hot Springs, Arkansas:

Section 1: That the Mayor is authorized and directed to execute the attached *Amendment One To Flex Services Agreement* to the Respond Services Agreement between ShotSpotter, Inc. and the City of Hot Springs dated March 19, 2021 for a 2 square mile expansion of the current coverage area in the amount of an additional \$99,000.00; thereby bringing the total annual cost of services provided by ShotSpotter, Inc. to \$198,000. Provided further, that upon the mutual consent of both parties, this annual agreement may be extended for subsequent years upon board approval through the annual budgeting process.

Section 2: That Ordinance No. 6376, §2 is hereby amended accordingly.

PASSED: December 21, 2021

APPROVED: 

PAT MCCABE, MAYOR

ATTEST: 
HARMONY MORRISSEY, CITY CLERK

APPROVED AS TO LEGAL FORM:


BRIAN W. ALBRIGHT, CITY ATTORNEY

AMENDMENT ONE TO FLEX SERVICES AGREEMENT

This Amendment One ("Amendment One") to the Respond Services Agreement dated March 19, 2021 (the "Agreement") between ShotSpotter, Inc. ("ShotSpotter") and the City of Hot Springs, Arkansas ("Customer" or "City") is effective as of the last date of signature below. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment One, the terms of this Amendment One shall control.

WHEREAS, Customer desires to expand its existing ShotSpotter Respond Services Coverage Area by an additional two (2.0) square miles; and

WHEREAS, ShotSpotter desires to implement a 2.0 square mile expansion of the Customer's Coverage Area.

The Parties agree as follows:

1. ShotSpotter will implement a two (2.0) square mile expansion of the Customer's Coverage Area as set forth in ShotSpotter's proposal ID HTSPAREX120121 attached hereto as Exhibit A.
2. Customer agrees to pay the fees for such 2.0 square mile expansion for Year 1 as set forth in Exhibit A.

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

CITY OF HOT SPRINGS, ARKANSAS

Accepted By (Signature)

Pat McCabe
Printed Name

Title

Mayor
December 21, 2021
Date

SHOTSPOTTER, INC.

Accepted By (Signature)

Roxanne Lerner
Printed Name

Contracts Manager
Title

December 22, 2021
Date