



# City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☒ No ☐ YES Meeting:

☐ Real Estate

☐ Other Party Signature Needed

☐ Recording Requested

## General Information

Type: Agreement PO Type: Select PO Type \$ Not to Exceed: \$0.00		Attachment: Original No.: Original Doc Number:
Other Party: Sacramento Municipal Utility District		Certified Copies of Document: 0
Project Name: ShotSpotter Pole Hanging Agreement		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

## Department Information

Department: Police      Division: Field Services/North      Date: June 1, 2015  
 Project Mgr: Jeff Watson, Lieutenant      Supervisor: N/A  
 Contract Services: Tammy Jones, Analyst      Division Manager: Dave Risley, Captain  
 Phone Number: (916) 808.0312      Deputy Chief: Ken Bernard, Deputy Chief  
 Comment: GAU File #2015-122      Department ID: 11001151

## Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>ty for JW</i>	6/1/15
Fiscal:	<i>SP</i>	6/17/15
Contract Services:	<i>TJ</i>	6/1/15
Office Lt./Supervisor:		
Office Capt./Div. Mngr:		
Office Deputy Chief:		
City Attorney:	<i>MAF</i>	6/25/15

☐ Send Interoffice Mail      ☒ Notify for Pick Up

Authorization	Signature or Initial	Date
Somers Jr., Samuel D. Department Director.	<i>[Signature]</i>	6/1/15
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts;

## For City Clerk Processing

<b>Finalized:</b> Initial: <i>[Signature]</i> Date: <i>06/25/2015</i> <b>Imaged:</b> Initial: <i>[Signature]</i> Date: <i>6/24/15</i>	Title: ShotSpotter Pole Hanging Agreement Other Party: Sacramento Municipal Utility District <b>2015-1007</b>
<b>Received:</b> (City Clerk Stamp Here)	

RECEIVED  
 CITY CLERK'S OFFICE  
 915 I STREET, 5TH FLOOR  
 CITY OF SACRAMENTO

06-25-15 A10:45 RCVD

**POLE HANGING AGREEMENT BETWEEN SACRAMENTO MUNICIPAL UTILITY  
DISTRICT AND CITY OF SACRAMENTO**

This Agreement is entered into and effective this 3 date of June 2015 by and between the Sacramento Municipal Utility District (SMUD) and the City of Sacramento (City). Each of the parties to this Memorandum is referred to herein as a Party, and together they are collectively referred to as the Parties.

**Recitals**

- A. SMUD owns and maintains utility poles for distribution of electrical energy within the City of Sacramento.
- B. The City wishes to install gunshot detection devices onto SMUD poles that have existing lighting equipment on them at various locations throughout the City.
- C. To meet the minimum standard of care for utilities, SMUD's utility poles must meet specified design criteria (or safety factors) based on calculated loads accounting primarily for wind and the weight of attached equipment and facilities. The minimum standard of care for these pole-loading safety factors is established by the California Public Utilities Commission in General Order 95, although SMUD may elect to employ a stricter standard of care based on site-specific conditions.
- D. SMUD and the City desire to work together to provide for installation of the gunshot detection devices pursuant to the terms of this Agreement.

Therefore, in consideration of the mutual agreements set forth in this Agreement and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Agreements**

- 1. **Recitals.** The Recitals are hereby incorporated into and deemed a part of this Agreement.
- 2. **Authorization.** The City is hereby granted a license to retain a contractor or contractors to install and maintain gunshot detection devices onto SMUD poles that have existing lighting equipment on them at various locations throughout the City as detailed within Attachment A, hereafter the Installation, subject to the terms and conditions of this Agreement. Attachment A may be updated by SMUD staff from time to time to reflect actual installations in place and to approve further pole-specific authorizations when SMUD and the City deem appropriate.

3. Pole-Loading. The City understands and acknowledges that its authorization to install the gunshot detection devices is conditioned upon compliance with the pole-loading safety factors for each utility pole in question, and that each installation does not impede climbing space on the pole or in any way change the lighting pattern of the existing street light on the pole. If compliance cannot be achieved for a particular pole, then no gunshot detection device may be installed unless the City first pays to modify or replace the pole or take other steps necessary to ensure compliance. The calculation of the safety factors and climbing space for each pole, as well as the determination of whether the lighting pattern of existing lights has been changed, is in the sole discretion of SMUD.
4. Contractor Terms. The City shall include in the Installation contract or contracts with its contractor conditions substantially similar to the following:

Contractor agrees to indemnify, defend, and hold harmless SMUD, its directors, employees, and agents from and against all damages, liabilities, and losses, due to environmental claims, personal injury or property damage, caused by, or resulting from any wrongful or negligent act or omission of Contractors or its subcontractors, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by SMUD's comparative negligence or willful misconduct.

Contractor shall repair or replace any SMUD electrical distribution poles, street lighting facilities or related equipment damaged in whole or in part as a consequence of the installation.

Contractor releases SMUD, its directors, employees, and agents for all claims, loss, damage, expense and liability on account of any injury, including death, arising from the negligence or other acts or omissions, howsoever caused, arising out of, in consequence of or in connection with it or its employees' presence at, near or on SMUD's electrical distribution poles.

Contractor shall provide SMUD at least 14 days' notice prior to conducting the Installation, including a description of which electrical distribution poles will be subject to installation work.

5. Inspector. SMUD requires the City to have a SMUD inspector on-site at the time the City or its contractor is performing the Installations.

6. Costs. The City will bear any and all costs and expenses associated with the Installation, including but not limited to paying SMUD directly for the costs of the SMUD onsite inspector.
7. Energy Charge. The City will be billed for energy used by the gunshot detectors installed under this agreement under SMUD's General Service Rate Schedule GS, Small Nondemand, Nonmetered Service, GFN, as that schedule may be amended from time to time.
8. City Maintenance. The City will maintain the gunshot detection devices in a safe condition and in compliance with all electrical code and other regulatory requirements.
9. Removal of Utility Pole. In the event that the utility pole supporting a gunshot detection device is removed due to damage, maintenance or any other reason, the City may retrieve the gunshot detection device for a period of no less than 30 days after SMUD provides notice to the City of the pole's removal. If the City fails to claim the gunshot detection device within that time, it may be discarded by SMUD with no liability.
10. Indemnification. City agrees to indemnify, defend, and hold harmless SMUD, its directors, employees, and agents from and against all damages, liabilities, and losses, due to environmental claims, personal injury or property damage, caused by, or resulting from any wrongful or negligent act or omission of City or its contractors in connection with the Installation or the maintenance of the gunshot detection devices, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by SMUD's comparative negligence or willful misconduct. This provision will survive termination of this Agreement.
11. Compliance. The City is solely responsible for preparing and approving any environmental review and obtaining any permits required to perform the Installation.
12. Amendments. This Agreement may be amended from time to time in writing.
13. Termination. This Agreement shall be effective upon the date the last party executes this Agreement and shall remain in effect until it is terminated or the City removes all of the gunshot detection devices, whichever occurs first. Either Party may terminate the Agreement by providing written notice to the other Party.
14. Removal. Upon termination of this Agreement, the City at its sole cost and expense will promptly uninstall the gunshot detection devices from SMUD's electrical distribution poles and restore or replace any SMUD facilities damaged by the uninstallation.

15. Notices. All notices and other communications under this Agreement must be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the Party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications shall be directed to the Parties at the addresses shown below. A Party may change its person designated to receive notice, its telecopy number, or its addresses from time to time by giving notice to the other Party in accordance with the procedures set forth in this Article.

Sacramento Municipal Utility District

Attn: Manager, Line Design  
P.O. Box 15830  
Sacramento, CA 95852  
Phone: (916) 732-5700

City of Sacramento

Attn: Tammy Jones  
5770 Freeport Blvd., Suite 100  
Sacramento, CA 95822  
Phone: (916) 808-6446

16. Waiver. Waiver or any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach either of the same provision or another provision of this Memorandum.
17. Disputes. In the event of a claim or dispute arising out of or related to this Agreement, both Parties will make good faith efforts at resolution through negotiation.
18. Choice of Law. This Agreement will be interpreted and governed by the laws of the State of California.
19. Successors. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
20. Captions. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof.

IN WITNESS HEREOF, the Parties have executed this Agreement as follows:

SACRAMENTO MUNICIPAL  
UTILITY DISTRICT

By: [Signature]  
Name: Athila Misch  
Title: Director, Line Assets  
Date: 6/3/15

CITY OF SACRAMENTO

By: [Signature]  
Name: SAM SOMERS  
Title: CHIEF  
Date: 4/1/15

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

Attested by:

[Signature] dca 06252015  
Wendy Klock-Johnson  
Assistant City Clerk

APPROVED AS TO FORM:

---

CITY ATTORNEY

ATTACHMENT A

Authorized Locations For Installations of Gunshot Detection Devices

Corner of 2203 FAIRFIELD ST.	38.606495, -121.453279
671 FORD RD.	38.628867, -121.450479
In front of 3123 CALLECITA ST.	38.624910, -121.437003
Opposite of 1149 SONOMA AVE.	38.623778, -121.440334
corner of 1000 ALAMOS AVE	38.620083, -121.443802
Opposite of 2870 ALTOS AVE.	38.619909, -121.448319
Opposite of 56 FORD RD.	38.628744, -121.466912
In front of 232 LINDLEY DR.	38.619542, -121.461544
370 ARCADE BLVD.	38.622969, -121.457946
Opposite of 2557 EVERGREEN ST.	38.611970, -121.443821
in front of 3092 ALTOS AVE.	38.623764, -121.448131
Opposite of 325 LAMPASAS AVE.	38.615014, -121.458589
In front of 216 ARCADE BLVD.	38.621510, -121.462222





June 10, 2015

Ms. Tammy Jones  
City of Sacramento  
5770 Freeport Blvd., Suite 100  
Sacramento, CA 95822

Subject: Pole Hanging Agreement Between the Sacramento Municipal Utility District and the City of Sacramento

Dear Ms. Jones:

On June 3, 2015, the Sacramento Municipal Utility District (SMUD) and the City of Sacramento (City) entered into an agreement that provides for the installation of gunshot detection onto SMUD poles that have existing lighting equipment on them at various locations throughout the City (Agreement). The City and SMUD agreed on thirteen locations identified on Attachment A in the Agreement. Subsequent to the Agreement, the City through its contractor, ShotSpotter, notified SMUD of the City's desire to eliminate its location opposite 325 Lampasas Avenue, and replace it with a new location opposite 370 Lampasas Avenue.

This letter serves notice that SMUD agrees to the requested change in location, and will update Attachment A of the Agreement and its records accordingly. This action is in compliance with the Authorization section of the Agreement.

Please feel free to call or e-mail me with any questions.

A handwritten signature in black ink, appearing to read "Kelvin Marshall", is written over a horizontal line.

Kelvin Marshall  
Strategic Account Advisor  
SMUD  
6301 S Street  
Sacramento, CA 95817  
[kelvin.marshall@smud.org](mailto:kelvin.marshall@smud.org)

cc: Lt. Jeff Watson – Sacramento Police Department  
Sompol Chatusripitak – City of Sacramento

ATTACHMENT A  
(revised 06/10/15)

Authorized Locations For Installations of Gunshot Detection Devices

Corner of 2203 FAIRFIELD ST.	38.606495, -121.453279
671 FORD RD.	38.628867, -121.450479
In front of 3123 CALLECITA ST.	38.624910, -121.437003
Opposite of 1149 SONOMA AVE.	38.623778, -121.440334
corner of 1000 ALAMOS AVE	38.620083, -121.443802
Opposite of 2870 ALTOS AVE.	38.619909, -121.448319
Opposite of 56 FORD RD.	38.628744, -121.466912
In front of 232 LINDLEY DR.	38.619542, -121.461544
370 ARCADE BLVD.	38.622969, -121.457946
Opposite of 2557 EVERGREEN ST.	38.611970, -121.443821
in front of 3092 ALTOS AVE.	38.623764, -121.448131
Opposite of 325 LAMPASAS AVE. ELIMINATED	38.615014, -121.458589
In front of 216 ARCADE BLVD.	38.621510, -121.462222
Opposite of 370 LAMPASAS Replaced 325 Lampasas	38.614979, -121.458042

**Kelvin Marshall**

---

**From:** Athnaiel Albazi <aalbazi@shotspotter.com>  
**Sent:** Tuesday, June 09, 2015 5:38 PM  
**To:** Kelvin Marshall  
**Cc:** Greg Frazier  
**Subject:** SMUD poles installations

**Importance:** High

Kelvin,

We were able to issue the permit and find someone licensed to work on high voltage lines today. We will need only to change one site since we find a better pole that we can use for the sensor emplacement

We will replace

**325 Lampasas Ave. with 370 Lampasas Ave.**

Corner of 2203 FAIRFIELD ST.	38.606495, -121.453279
671 FORD RD.	38.628867, -121.450479
In front of 3123 CALLECITA ST.	38.624910, -121.437003
Opposite of 1149 SONOMA AVE.	38.623778, -121.440334
corner of 1000 ALAMOS AVE	38.620083, -121.443802
Opposite of 2870 ALTOS AVE.	38.619909, -121.448319
Opposite of 56 FORD RD.	38.628744, -121.466912
In front of 232 LINDLEY DR.	38.619542, -121.461544
370 ARCADE BLVD.	38.622969, -121.457946
Opposite of 2557 EVERGREEN ST.	38.611970, -121.443821
in front of 3092 ALTOS AVE.	38.623764, -121.448131
Opposite of 370 LAMPASAS AVE.	38.614979, -121.458042
In front of 216 ARCADE BLVD.	38.621510, -121.462222

Thank you,

Athnaiel Bazi



**Athnaiel Bazi**

**Project Manager**

Tel.510.794.3111 / Cel.408.747.9413 / Fax.650.887.2106

[aalbazi@shotspotter.com](mailto:aalbazi@shotspotter.com)


[Read our latest BLOG.](#)

[www.ShotSpotter.com](http://www.ShotSpotter.com)

**Corporate Headquarters**

7979 Gateway Blvd suite 210

Newark, CA 94560

 **ShotSpotter** The Fight to Stop Gun Violence Starts with ShotSpotter