Privacy Advisory Commission

October 5, 2023 5:00 PM
Oakland City Hall
Hearing Room 1
1 Frank H. Ogawa Plaza, 1st Floor
Meeting Agenda

Commission Members: District 1 Representative: Reem Suleiman, District 2 Representative: Chloe Brown, District 3 Representative: Brian Hofer, Chair, District 4 Representative: Lou Katz, District 5 Representative: Vacant, District 6 Representative: Gina Tomlinson, District 7 Representative: Robert Oliver, Council At-Large Representative: Henry Gage III, Vice Chair, Mayoral Representative: Jessica Leavitt

Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.

1. Call to Order, determination of quorum

2. Review and approval of the draft June 1, July 6 meeting minutes

3. Open Forum/Public Comment

4. Surveillance Technology Ordinance – OPD – Automated License Plate Readers
   a. Review and take possible action on a proposed use policy

Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.

Members of the public can view the meeting live on KTOP or on the City's website at https://www.oaklandca.gov/topics/ktop-tv-10.

Comment in advance. To send your comment directly to the Privacy Commission and staff BEFORE the meeting starts, please send your comment, along with your full name and agenda item number you are commenting on, to Felicia Verdin at fverdin@oaklandca.gov. Please note that eComment submissions close one (1) hour before posted meeting time. All submitted public comment will be provided to the Privacy Commission prior to the meeting.

Each person wishing to speak on items must fill out and submit a speaker's card to staff prior to the meeting. Members of the public can address the Privacy Advisory Commission in-person only and shall state their names and the organization they are representing, if any.

To observe the meeting via Zoom, go to: https://us02web.zoom.us/j/85817209915
Or One tap mobile: +1 669 900 9128

Privacy Advisory Commission

June 8, 2023; 5:00 PM

Oakland City Hall

Hearing Room 2

1 Frank H. Ogawa Plaza, 1ˢᵗ Floor

DRAFT Special Meeting Minutes

Commission Members: District 1 Representative: Reem Suleiman, District 2 Representative: Chloe Brown, District 3 Representative: Brian Hofer, Chair, District 4 Representative: Lou Katz, District 5 Representative: Omar De La Cruz, District 6 Representative: Gina Tomlinson, District 7 Representative: Robert Oliver, Council At-Large Representative: Henry Gage III, Vice Chair, Mayoral Representative: Jessica Leavitt

Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.

1. Call to Order, determination of quorum

   In attendance: Hofer, Tomlinson, Katz, Oliver, Leavitt and Gage

   Absent: Commissioners Brown, DeLaCruz and Suleiman

2. Review and approval of the draft April 6, April 15 meeting minutes
   Hofer moved to adopt the minutes, Tomlinson by second.
   Passed unanimously.

3. Open Forum/Public Comment
No public comment

4. Sanctuary Contracting Ordinance – CPO – Presentation of Annual Report
   a. Review and take possible action on the annual report

This ordinance prohibits the award of contracts to vendors that do business with ICE. Mr. DeVries indicated that the system works, and he receives a request to review and sign off Schedule I's as part of the contracting process as needed.

Approved and passed unanimously.

5. Surveillance Technology Ordinance – OPD – Biometric Crime Lab Annual Report, and proposed amendments to Use Policy & Impact Statement
    a. Review and take possible action on the annual report, and proposed use policy

Chair Hofer asked the Commissioners if they had questions about the biometric annual report. The Chair requested a redlined changes to reports.

Bonnie Chang, criminalist with the crime lab provided an update on the Use Policy changes. She indicated that the major changes on page 2, under digestion and extraction in the middle of the page. Previously, the Easy 2 instrument was mentioned, and it's been purchased, validated and in use, in addition to the Easy 1. Productivity data was provided in the annual report.

Hofer indicated that OPD is seeking a waiver of the race analysis. He moved to waive the requirement. Commissioner Leavitt asked a question about race data in the system. Ms. Chang indicated that there is no race data only the DNA profile.

Commissioner Leavitt provided the second. The motion passed unanimously.

Chair Hofer moved to accept the annual report. Commissioner Tomlinson provided the second. Commissioner Leavitt had a question about security of the data. Ms. Chang indicated that the City's IT department housed the server and they could respond to any questions regarding security of the data. The motion passed unanimously.

On the Use Policy with the minor amendment as stated. Chair Hofer moved that the item is approved and forwarded to the Council with a recommendation to adopt as written. Commissioner Leavitt asked questions about the hard copies of the electronic files and how they are stored. She was requesting clarification about redundancy. Ms. Chang clarified that it's different type of data and the printed notes are the final copy of the case file, additionally the electronic files are kept should they be referred to at a later date. Commissioner Tomlinson raised a question about where the data is store and the lab stores the information at the Police Administration Building. Only the crime lab can access the hard copies. No statute of limitations on homicides.

Motion to approve the amendment on page 2. Commissioner Leavitt provided the second.

D 1 absent
D2 absent
D3 yes
D4 yes
D5 absent

4

D6 abstained
D7 abstained
At-large yes
Mayor – yes

The motion passed with 4 yes votes.

6. Surveillance Technology Ordinance – DPW – Illegal Dumping Cameras - Annual Report, and Proposed Amended Use Policy
    a. Review and take possible action on the annual report, and proposed use policy

Commissioner Katz reported that the ad-hoc met with DPW is working very hard to do the right thing and the ad hoc is in agreement with what they've submitted. Chair Hofer requested a presentation on the annual report and the efficacy data to justify the use of the new technology.

Ms. Victoria Chak presented from Department of Public Works, Bureau of Environment. She presented the annual report for the period of March 2022 – February 2023. All installation of the portable observation device (POD) cameras are in the public right away.

The PODs are located in the neighborhoods with the most chronic dumping using data from Cityworks. The most illegal dumping hotspots are in Council Districts 3, 5, 6 and 7. The efficacy data was impacted by the February 8 ransomware attack and as a result a full 12 months of data was not captured in the report. The February ransom attack affected OPW's ability to collect data. Ms. Chak reported that there were 492 dumping incidents captured on camera, 72 citations and 101 incidents. There are many repeat offenders as evidenced by the camera footage and illegal dumping occurring in and around homeless encampments.

Mr. DeVries made a point regarding AB 645 which passed the assembly which will rely on ALPR. There is a huge enforcement issue if people continue to remove their license plate. A missing license plate is not actionable in the current policy.

Ms. Chak concluded by stating that previously there was no data to tell us what we can impact with the amount of investment, staffing and other limitations. As we continue to gather data we can see where public works staff can be more effective with the ALPR camera and catch the more opportunistic dumpers. Also, effective in educating residents about the appropriate places to dispose of their waste.

Chair Hofer's motioned to accept the annual report and recommend to the city council that they renegotiate the number of bulky pick-up days and reduce the rate of dumping fees at Waste Management. A second by Commissioner Oliver.

D1
D2

D3 yes
D4 yes
D5
D6 yes
D7 yes
Mayor yes
At large yes

The PAC proceeded to discuss the Illegal Dumping Use Policy. Ms. Chak continued sharing the PowerPoint presentation and provided an overview of the modifications requested in the Use Policy. The requested amendments to the Use Policy includes adding satellite pods and license plate reader cameras to the POD surveillance system. Additionally, reinstate provisions regarding the masking feature in section B to authorize use and modify the provision for sharing and preserving video data in section h.

Chair Hofer provided the following edits, on page 3, first paragraph, the sentence on facial recognition, strike that as there will be no facial recognition. Under section D, change the last sentence that reads "authorized to access and/or view surveillance camera information include," rewrite the sentence to state the following individuals are authorized to access and/or view surveillance camera information, and then list only those people.

Under section E, delete the system has never been hacked and add "knowingly hacked." Regarding 3rd party data sharing, the ordinance also defines 3rd parties has other departments and it needs to be spelled out. Add that the system is cloud based. Vendor may access the system or data for contractual obligations and no particular vendor is being endorsed. The retention limits are reasonable.

The ad hoc will meet and make necessary edits.

Motion: Hofer moved as the amendments read into the record and with the understanding that the chair will type and submit to staff, Chief Privacy Officer and Vice Chair. With those amendments and will not endorse any particular vendor and we may not acquire prohibited technologies as defined by our ordinance, including facial recognition and all bio-medic surveillance technology that we adopt the amended use policy.

2nd by Commissioner Gage

D1 absent
D2 absent
D3yes
D4 yes
D5 absent
D6yes

D7yes
Mayor yes
At-large yes

Item passed unanimously

7. Surveillance Technology Ordinance – OPD – Annual Reports
   a. Review and take possible action on the annual reports for ShotSpotter, Unmanned Aerial Vehicles/Drones, StarChase/GPS Tracker

Under surveillance ordinance item, for the record some reports submitted again, the live stream, the GPS and the cell site, the PAC already reviewed and approved.

Chair Hofer introduced the StarChase item has not been used in two years. Officer Pullen with the Bureau of Services explained that a very specific set of circumstances need to occur to launch the device and an officer would need to push a button.

Officer Pullen that there a very limited number of pursuits allowed. An officer would need to be directly behind a vehicle within a set number of feet for the technology to work. The time and distance have to be exact for the technology to work. Commissioner Gage requested further information about why the technology was not used and it may be helpful to find a way to use it.

Commissioner Oliver described the best time to use the device is the beginning of a pursuit, when an officer is close to the vehicle. It's more problematic and detrimental once a vehicle gets up to speed. Officer Pullen explained the technology is very difficult to use once someone starts to evade an officer.

Commissioner Gage moved to approve the item, second by Commissioner Oliver. No comments or discussion.
D3 - abstained
D4 - yes
D6 yes
D7 yes
At large - yes
Mayor – yes

Item carries.

The PAC proceeded to discuss the Annual report on the drones. The item was reviewed last month and there were questions related to efficacy and causation.

Lt. Febel with the Special Operations Section provided an update and clarification on the report under subsection H in the report. He explained that Mr. DeVries requested information about the 60 deployment of persons that were potentially armed and dangerous what conditions would result if the drones or UAV were not present. Lt. Febel explained that the UAV is a de-escalation tool and without the technology OPD personnel could potentially interact with suspects that are armed, barricaded and dangerous. These are called chance encounters that could result in escalation of force which is opposite of the intent of the UAV program which is de-escalation. Of the 109 deployments that are potentially armed and dangerous, the 60 deployments represent 80 percent of the usage.

During drones deployment, there was a 75 percent chance that a subject was located. Lt. Febel explained that without the technology officers would maybe locate half of those suspects. Of the 75 percent, there were over 140 subjects deployments and 76 resulted in arrests. Sixty-five firearms were recovered during the 2022 annual report and a notable benefit was the limited use of the swat team. In 2020 there 8 deployments of the SWAT in 2020 and there has only been 1 in 2023. The UAV and other tools create conditions to de-escalate use of force.

Commissioners requested clarification on the data. Lt. Febel answered a range of questions. Chair Hofer indicated there were some data discrepancy issues and indicated that the data can be corrected prior to forwarding to City Council. On page 5, there were 5 bullet points and Chair requested to correct the discrepancy on bullet point 2 where there are over 140 suspects and clarify the 200 people identified. In bullet point 4 insert the 2020 statistics of 8 entry team deployments.

Hofer motioned to accept the items and recommend ongoing use to the City Council, there was second by Commissioner Leavitt.

Friendly amendment by Commission Leavitt to correct the last bullet to reduce canine deployment by 20 percent and add by when. Friendly amendment accepted.

D1
D2
D3yes
D4yes
D5
D6 yes
D7 yes
Mayor – yes
At-large - yes

Item passed unanimously

The PAC discussed the Shotspotter annual report. Lt. Valle presented on behalf of OPD. He provided clarification and correction to items in the report.

Chair Hofer held the item to bring it back to the PAC with further clarification. He was opposed to language written in the report and is open to amending and discussing the authorized use section as it was inaccurate. Hofer wants to potentially amend the use policy. The concerns with the report will be discussed during an ad hoc meeting. OPD will bring back an amended report to address the data sharing aspect of the report and policy. Commissioners posed a range of questions regarding data sharing.

CITY OF OAKLAND

Privacy Advisory Commission

July 6, 2023 5:00 PM
Oakland City Hall
Hearing Room 1
1 Frank H. Ogawa Plaza, 1st Floor
DRAFT Meeting Minutes

*Commission Members: **District 1 Representative**: Reem Suleiman, **District 2 Representative**: Chloe Brown, **District 3 Representative**: Brian Hofer, Chair, **District 4 Representative**: Lou Katz, **District 5 Representative**: Omar De La Cruz, **District 6 Representative**: Gina Tomlinson, **District 7 Representative**: Robert Oliver, **Council At-Large Representative**: Henry Gage III, Vice Chair, **Mayoral Representative**: Jessica Leavitt*

1. Call to Order, determination of quorum

In attendance: Commissioner Tomlinson, Commissioner Brown, Commissioner Suleiman, Commissioner/Vice Chair Gage, Chair Hofer, Commissioner Katz, Commissioner Oliver, Commissioner Leavitt

Absent: Commissioner Oliver

2. Open Forum/Public Comment

No public comment.

3. Surveillance Technology Ordinance – DOT – Mobile Parking Payment System
    a. Review and take possible action on the proposed use policy

This item was withdrawn during the meeting.

4. Surveillance Technology Ordinance – OPD – Annual Reports
    a. Review and take possible action on the annual reports for ShotSpotter, Forensic Logic/Coplink, Automated License Plate Readers (ALPR)

Chair Hofer wanted to begin with ShotSpotter and Forensic Logic and requested clarification on any changes to the ShotSpotter policy.

Captain Jones stated that the policy needs to be revised to reflect what is occurring regarding data sharing. For example, ShotSpotter data is shared with the District Attorney's Office, and this is currently not outlined in the policy. The policy does need to be modified to indicate that OPD will share information with the court if it's related to ShotSpotter evidence.

There was amended language in the policy indicating that the DA will subpoena the vendor to provide a more detailed report in terms of where the gun fire occurs.

Commissioner Katz requested clarification on the criteria to file incident reports. Captain Jones explained that unfortunately in the City of Oakland we cannot respond to every ShotSpotter report. Officers only file an incident report when the officer responds and only when they find evidence. The demand for police services is overwhelming and every ShotSpotter activation cannot be responded to due to high call volume.

Commissioner Oliver requested information on OPD's response to gunshot incidences. If police officers arrive and if they find vehicles and homes shot up that it is a scenario where officers will complete an incident report. The information obtained from a shooting scene provides the ability to link incidences together based on casings and other evidence to provides a clearer picture of where conflicts are occurring and deploy officers as needed.

Commissioner Oliver requested information on the accuracy of the system to deliver officers to correct location. Captain Jones provided examples of how ShotSpotter provides a benefit to the city and public safety. If an officer is in the area, they can drive straight to the victim and don't have to get dispatched. In contrast, there are areas where the city does not have ShotSpotter and the outcomes are not always as positive as in areas where the system is located.

Captain Jones indicated that if there is an alert, then medical is requested after an officer arrives and the officer will provide first aid until the EMT arrives. EMT, MACRO and other agencies do not have access to ShotSpotter. Captain Jones does not recommend that EMT have access to the system.

Public Comment: Assata Olugbala

Commissioner Tomlinson made a motion to continue use of the ShotSpotter technology, second by Commissioner Suleman. No discussion.

D 1 yes
D 2 yes
D 3 abstain
D 4 abstain
D 5 absent
D 6 yes
D 7 abstain
At large yes

Mayor – yes

The item passed.

The PAC moved to discuss the Forensic logic. Chair Hofer explained that the technology is a search tool that allows users to query law enforcement records from several partners during the course of their investigative work. There are many searches as outlined in the report.

Acting Deputy Chief Elzey, Bureau of Investigations presented and indicated that this is one of OPD main investigative tools.

During the discussion, Chair Hofer made a motion to waive the race requirement for ShotSpotter and Forensic Logic. Second by Commissioner Tomlinson. No one opposed or abstained.

Chair Hofer made a recommendation for ongoing use of Forensic Logic. Second by Commissioner Oliver.

D1 yes
D 2 yes
3 yes
4 yes
5 absent
6 yes
7 yes
At large yes
Mayor yes

The item passed.

Public Comment: Assata Olugbala

5. Surveillance Technology Ordinance – OPD – Fixed Wing Aircraft (with surveillance technology)
    a. Review and take possible action on a proposed use policy

Chair Hofer provided background on this item and summarized that the City Council asked for alternatives to the helicopter for numerous reasons including cost and the impact of the helicopter to the community and the environment.

Lt Febel provided and overview of the fixed wing aircraft. The use of a camera system 3,000 -4500 feet in the area. Fixed wing aircraft can view a robbery in process, the flight observer cannot capture audio. It is required to be activated during the use of a search warrant. The flight operator can see through the camera, but not record, unless activated.

Commissioners Leavitt requested information about data retention connected to the fixed wing aircraft. Lt. Febel indicated that the data retention recommend by OPD is 2 years to mirror other surveillance technology. The PAC will discuss data retention needs and a proposed contract for this technology during the ad hoc meeting

Public Comment:
Rachel Beck
Assata Olugbala

6. Surveillance Technology Ordinance – OPD – Automated License Plate Readers (ALPR)
    a. Review and take possible action on a proposed use policy

Update from Chair Hofer, the PAC twice recommended a 2-year moratorium on ALPR due to violations of the policy and a lack of proven efficacy. Ultimately, the council approved a modified policy that was adopted in October of 2022. In the compromised document a lot more reporting was required.

Dr. Beckman provided an update on the audit and explained that there were challenges with contracting and obtaining the necessary hardware to capture the needed data. ALPR was taken offline by OPD during the ransomware attack and will restore falling discussions with the PAC an approval by City Council. The PAC previously recommended $16k for auditing.

The PAC discussed software and the necessity to track data and reporting of ALPR. Chair Hofer emphasized the need to track efficacy data. He referenced how other cities can track the data. OPD is required to report quarterly on ALPR, and it has not occurred. Dr. Beckman reported that the hardware update will allow gathering data, input disposition codes, and tag it appropriately. OPD's new LRMS system includes the capacity to collect ALPR once it's up and running.

Commissioner Oliver made a case to track the data manually. Hofer provided examples of how other systems track data using an excel spread sheet, including date and time of the incident and other narrative data points.

Captain Tedesco explained that the manual process is multilayered. A cloud sharing document is used to track drone usage. Clarification is needed on the policy and ALPR will be turned back on once they are confident in the reporting. ALPR is extremely useful for law enforcement.

Public Comment: Assata Olugbala

The next step is for the set up an ad hoc to meet regarding policy amendments.

Flock Safety + CA - Oakland PD

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Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

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MAIN CONTACT:
Kyle Egkan
kyle.egkan@flocksafety.com
7144690389

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	CA - Oakland PD	Initial Term:	36 Months
Legal Entity Name:	CA - Oakland PD	Renewal Term:	24 Months
Accounts Payable Email:	cbeckman@oaklandca.gov	Payment Terms:	Net 30
Address:	455 7th St Oakland, California 94607	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$900,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	300	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	125	$81,250.00
Professional Services - Advanced Implementation Fee	$1,900.00	40	$76,000.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	135	$20,250.00

Subtotal Year 1:	$1,077,500.00
Annual Recurring Subtotal:	$900,000.00
Estimated Tax:	$0.00
Contract Total:	$2,877,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$1,077,500.00
Annual Recurring after Year 1	$900,000.00
Contract Total	$2,877,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.   **Customer: CA - Oakland PD**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

                                        PO Number: _____

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 18 day of August 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Anonymized Data**" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "**Customer Data**" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "**Customer Hardware**" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "**Embedded Software**" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "**Flock Hardware**" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 *"**Hotlist(s)**"* means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *"Customer Obligations"*).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. <u>Flock does not own and shall not sell Customer Data.</u>

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"Customer Generated Data"**). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("*Customer Obligations*"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, <u>upon Customer's prior written consent and the mutual execution by authorized representatives</u> ("**_Special Terms_**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

    1170 HOWELL MILL ROAD, NW SUITE 210

    ATLANTA, GA 30318

    ATTN: LEGAL DEPARTMENT

    EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

  ADDRESS:

    ATTN: _____

    EMAIL: _____

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

DEPARTMENTAL GENERAL ORDER

I-12: AUTOMATED LICENSE PLATE READERS

Effective Date: 18 Oct 22
Coordinator: Information Technology Unit

This policy provides guidance for the capture, storage and use of digital data obtained through the use of ALPR technology while recognizing the established privacy rights of the public.

Definitions

(a)   **Automated License Plate Reader (ALPR):** A device that uses cameras and computer technology to compare digital images of vehicle license plates to lists of known information of interest.

(b)   **Hot List:** A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to the Stolen Vehicle System (SVS), NCIC, and local BOLO alerts.

(c)   **Hit:** Alert from the ALPR system that a scanned license plate may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person or domestic violence protective order.

A. **Description of the Technology:** *Information describing the surveillance technology and how it works.*

OPD uses Automated License Plate Reader (ALPR) technology to capture and store digital license plate data and images. There are two components to the ALPR system:

1. Automated License Plate Readers: Device components include cameras which can be attached to vehicles or fixed objects and a vehicle-based computer that processes the photographs and compares the data against California Department of Justice (CA DOJ) hot lists. Data are transmitted for comparison (the hot lists are downloaded to the vehicle at the start of the patrol shift and then compared from that list). Authorized personnel can also manually enter license plates to internal OPD generated hot lists only accessible to personnel authorized to access the OPD ALPR system.

2. ALPR Database: A central repository stores data collected and transmitted by the Automated License Plate Readers.

B. **Purpose of the Technology**

ALPR technology works by automatically and indiscriminately scanning all license plates on vehicles that are publicly visible. ALPR reads these license plates, compares

the license plate characters against Hot Lists, and stores the characters along with the date, time, and location where the photograph was taken. This process allows for two functions by ALPR:

1. Immediate (real time) comparison of the license plate characters against Hot Lists listing vehicles that are stolen or sought in connection with a crime and/or with OPD-generated internal lists.

2. Storage of the license plate characters – along with the date, time, and location where the photography was taken – in a database that is accessible to enforcement agencies with authorized access (as defined in "Authorized Use" below) for investigative query purposes.

C. **Authorized Uses:** *The specific uses that are authorized, and the rules and processes required prior to such use.*

1. **Authorized Users**

   Personnel authorized to use ALPR equipment or access information collected through the use of such equipment shall be specifically trained in such technology. Sworn personnel, Police Service Technicians (PST), or other authorized Department personnel may use the technology. Authorized users other than sworn personnel or PSTs must be designated by the Chief of Police or designee.

2. **Authorized Use**

   (A)   **Real-Time Identification**: The officer shall verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before possibly taking enforcement action that is based solely on an ALPR alert.

   Once an alert is received, the operator shall confirm that the observed license plate from the system matches the license plate of the observed vehicle.

   Members will not take any police action that restricts the freedom of any individual based solely on an ALPR alert unless it has been fully validated, by visually verifying that the license plate characters on the vehicle match those in the database, and that the make, model, color and all other known identifying characteristics likewise match.

   (1) **Hot Lists**. The Department shall only use the following hot lists: Stolen Vehicle System ("SVS"), National Crime Information Center ("NCIC") lists, CA DOJ lists, Amber and Silver alerts, and custom BOLO lists pertaining solely to missing or at-risk persons, witness locates, burglaries, grand theft, and violent crime investigation. Hot lists shall be obtained or compiled from sources as may be consistent with the purposes of the ALPR system set forth in this Policy. Hot lists utilized by the Department's ALPR system may be updated by agency sources more frequently than the Department may be uploading them and thus the Department's ALPR system will not have access to real

time data. Occasionally, there may be errors in the ALPR system's read of a license plate. Therefore, an alert alone shall not be a basis for police action (other than following the vehicle of interest). Prior to initiation of a stop of a vehicle or other intervention based on an alert, Department members shall undertake the following:

(2) Department members will document all stops from hot list alerts by indicating the positive ALPR Hit, i.e., with an arrest or other enforcement action on a computer generated spreadsheet that shall include at minimum a) the Department member's name that responded to the alert, b) the justification for responding to the alert, c) the related case number, d) the disposition code, e) time and date of the response, and f) and any known next steps or follow up (e.g. forwarding case to District Attorney, alerting owner to recovered stolen vehicle).

(B)   **Database Investigative Queries**: Historical searches of scanned plates is permissible solely for missing or at-risk persons, witness locates, burglaries, grand theft, violent crime investigation, and in response to any subpoena, warrant, or other court order. Accessing the data shall be based on a standard of Reasonable Suspicion or greater.

For each query, the Department shall record (1) the date and time the information is accessed, (2) the license plate number or other data elements used to query the ALPR system, (3) the username of the person who accesses the information, and, as applicable, the organization or entity with whom the person is affiliated, and (4) the purpose for accessing the information. These records shall be attached to the annual report required by O.M.C. 9.64 et seq.

1. General Hot Lists (such as SVS and NCIC) will be automatically downloaded into the ALPR system a minimum of once a day with the most current data overwriting the old data.

2. All entries and updates of specific Hot Lists within the ALPR system will be documented by the requesting Department member within the appropriate general offense report. All entries shall be approved by the ALPR Administrator (or his/her designee) before initial entry within the ALPR system. The hits from these data sources should be viewed as informational; created solely to bring the officers attention to specific vehicles of interest that might have been associated with criminal activity.

   All Hot Plates and suspect information entered into the ALPR system will contain the following information as a minimum:

   • Entering Department member's name.

   • Related case number.

   • Justification for entering the plate and/or other identifying information

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onto the Hot List.

- Date and time of entry.

3. Restrictions on Use

Permitted/Impermissible Uses. The ALPR system, and all data collected, is the property of the Oakland Police Department. Department personnel may only access and use the ALPR system consistent with this Policy. The following uses of the ALPR system are specifically prohibited:

(1) Invasion of Privacy: Except when done pursuant to a court order such as a search warrant, it is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment). OPD shall make reasonable efforts to restrict the usage of the ALPR technology to the public right of way and other public property in alignment with this restriction.

(2) Harassment or Intimidation: It is a violation of this Policy to use the ALPR system to harass and/or intimidate any individual or group.

(3) Use Based on a Protected Characteristic. It is a violation of this policy to use the ALPR system or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.

(4) Personal Use: It is a violation of this Policy to use the ALPR system or associated scan files or hot lists for any personal purpose.

(5) First Amendment Rights. It is a violation of this policy to use the ALPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.

No data from ALPR shall be used or shared with other agencies for the purpose of pursuing criminal charges or civil enforcement against individuals for obtaining, providing, or supporting reproductive health care services, to ensure that medical rights of residents of and visitors to Oakland, a Sanctuary City, remain intact.

Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose (Civil Code §798.90.51.; Civil Code § 1798.90.53).

a. No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

b. No ALPR operator may access department, state or federal data unless otherwise authorized to do so pursuant to Section E "Data Access" below.

c. Accessing data collected by ALPR requires a right to know and a need to know. A right to know is the legal authority to receive information pursuant to a state or federal statute, applicable case law, or a court order. A need to know is a compelling reason to request information such as involvement in an active investigation.

D. Data Collection: *The information that can be collected by the surveillance technology. Where applicable, list any data sources the technology will rely upon, including "open source" data.*

ALPR technology works by automatically scanning license plates on vehicles that are publicly visible. ALPR reads these license plates, compares the license plate characters (as well as vehicle attributes such as vehicle color or make and model with some ALPR systems) against specific databases, and stores the characters along with the date, time, and location where the photograph was taken, in a database.

E. Data Access: *The category of individuals who can access or use the collected information, and the rules and processes required prior to access or use of the information.*

Department sworn personnel, police service technicians, or other authorized Department personnel may use the technology. Authorized users other than sworn personnel or PSTs must be designated by the Chief of Police or designee.

Data may not be shared with out of state or federal agencies, per California law.

The Oakland Police Department does not permit the sharing of ALPR data gathered by the city or its contractors/subcontractors for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigration and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

All data and images gathered by the ALPR are for the official use of this department. Some information may not be disclosable to the general public. Investigatory records are not generally disclosable in response to a public records request. Non-investigatory records shall be disclosed in response to a public records request.

F. **Data Protection:** *The safeguards that protect information from unauthorized access, including encryption and access control mechanisms.*

All data shall be safeguarded and protected by both procedural and technological means. OPD shall observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

1. All ALPR server data shall be accessible only through a login/password-protected system capable of documenting all access of information by username, license number or other data elements used in the search, name, date, time and purpose. (Civil Code § 1798.90.52).

2. Data will be transferred from ALPRs to the designated storage per the ALPR technology data transfer protocol.

G. **Data Retention:** *The time period, if any, for which information collected by the surveillance technology will be routinely retained, the reason such retention period is appropriate to further the purpose(s), the process by which the information is regularly deleted after that period lapses, and the specific conditions that must be met to retain information beyond that period.*

All ALPR data uploaded to the server shall be purged from the server at the point of 30 days from initial upload. ALPR information may be retained outside this retention limit solely for the following purposes:

1. Active Criminal Investigations

2. Missing or at-risk Persons Investigations

3. Investigations from other law enforcement or prosecutorial agencies where there is a legal obligation to retain information.

H. **Public Access:** *how collected information can be accessed or used by members of the public, including criminal defendants.*

Requests for ALPR information by non-law enforcement or non-prosecutorial agencies will be processed in accordance with Civil Code § 1798.90.55, Government Code §6253 et seq, this policy, and applicable case law and court orders.

I. **Third Party Data Sharing:** *If and how other City departments, bureaus, divisions, or non-City entities can access or use the information, including any required justification or legal standard necessary to do so and any obligations imposed on the recipient of the information.*

ALPR server data may be shared only as otherwise permitted by law and this policy. All data and images gathered by the ALPR are for the official use of this Department.

OPD personnel may share ALPR server data when there is a legal obligation to do so, such as a subpoena, court order or warrant to share such information, such as the following:

- a District Attorney's Office for use as evidence to aid in prosecution, in accordance with laws governing evidence;

- a Public Defender's Office or criminal defense attorney via the District Attorney's Office in accordance with applicable California criminal discovery laws;

- California law enforcement agencies as part of a formal criminal or administrative investigation;

- a party to civil litigation, or other third parties, in response to a valid court order only.

When there is no legal obligation to provide the requested data, requests for ALPR server data from other California law enforcement agencies shall be made in writing and may only be approved by the BOS deputy director or designee per the protocol below. These requests shall be maintained in a secure folder so that information about these requests can be shared in required annual reports with the PAC. Server access shall be restricted only to authorized OPD personnel who will extract the required information and forward it to the requester.

1. The requesting party shall have a right to know, and a need to know. A right to know is the legal authority to receive information pursuant to a court order, statutory law, case law, or sworn officer status. A need to know is a compelling reason to request information such as direct involvement in an investigation.

2. The Department shall record the requesting party's name and document the right and need to know the requested information.

3. The Department shall record whether the request was honored or denied, the reason for such action, and the name of the Department officer that processed the request.

J. **Training:** *The training required for any individual authorized to use the surveillance technology or to access information collected by the surveillance technology.*

The Training Section shall ensure that members receive department-approved training for those authorized to use or access the ALPR system and shall maintain a record of all completed trainings. (Civil Code § 1798.90.51; Civil Code §1798.90.53).

Training requirements for employees shall include the following:

- Applicable federal and state law

- Applicable policy

- Functionality of equipment

- Accessing data

- Safeguarding password information and data

- Sharing of data

- Reporting breaches

- Implementing post-breach procedures

K. *Auditing and Oversight: The mechanisms to ensure that the Surveillance Use Policy is followed, including internal personnel assigned to ensure compliance with the policy, internal record keeping of the use of the technology or access to information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority, and the legally enforceable sanctions for violations of the policy.*

Login/Log-Out Procedure. To ensure proper operation and facilitate oversight of the ALPR system, all users will be required to have individual credentials for access and use of the systems and/or data, which has the ability to be fully audited. It is the responsibility of the Department under this policy to actively pursue software and hardware upgrades that are needed to maintain full compliance with Section K of the use policy.

The records of Database Investigatory Queries, Third Party Data Sharing, and Hot List entries shall be incorporated into the annual report required by O.M.C. 9.64 et seq.

ALPR system audits shall be conducted annually to ensure proper system functionality and that personnel are using the system according to policy rules via sample audits, and reviews of training records. The size of these audits shall be large enough to provide a statistically significant representation of the data collected.

L. *Maintenance: The mechanisms and procedures to ensure that the security and integrity of the surveillance technology and collected information will be maintained.*

1. **ALPR Administration:** All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the BOS.

2. **ALPR Administrator:** The BOS Deputy Director shall be the administrator of the ALPR program, and shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. The BOS Deputy Director is responsible for ensuring systems and processes are in place for the proper collection, and retention of ALPR data.

3. **ALPR Coordinator:** The title of the official custodian of the ALPR system is the ALPR Coordinator.

4. **Monitoring and Reporting:** The Oakland Police Department will ensure

that the system is remains functional according to its intended use and monitor its use of ALPR technology to ensure the proper functionality of the system as defined in the policy guidelines of this document, including required audits, training, and data access records.

5. The ALPR Coordinator shall provide the Chief of Police, Privacy Advisory Commission, and Public Safety Committee with an annual report pursuant to OMC 9.64 (Oakland Surveillance Technology Ordinance).

By Order of

Darren Allison, Interim Chief of Police   Date Signed:

Flock Safety
User Guide

August 2023

hotlist   🔍

Admin Best Practices for Law Enforcement

After you gain access to the system it is time to familiarize yourself with your access as an administrator and to build out your organization as you see fit. Below are some best practices to help get you set up for success.

We do recommend becoming certified as an administrator of the Flock system, as well! You can take the assessment by clicking here (https://docs.google.com/forms/d/e/1FAIpQLSeWurtbjSF-X2qTXoVs8_Tded3_amvvZvYSCBsCuBPF_jHHDQ/viewform). There you will find the materials to review as well as the certification assessment to help get you acquainted with the fundamentals of the system.

Accessing the System

To access the system you can use **admin.flocksafety.com (http://admin.flocksafety.com)** to get to the start screen for investigations as well as any administrative action. You can use **hotlist.flocksafety.com (http://hotlist.flocksafety.com)** to monitor the hot list and receive alerts.

Flock now has a native desktop application that works on Windows computers. Many agencies have had their IT department push the Flock Desktop App (http://windows.flocksafetyapp.com/) to all computers in their fleet. It works well for both search and alerts, giving you the lowest latency possible in getting the alerts.

If you do want to use a browser instead of the app, we highly recommend using Google Chrome. It works the best with our alerts and will get them to you more quickly than other browsers.

Organization

When you first click on the "Admin" button at the top of your screen, you will see the "Edit Organization" page. Here you will be able to:
- Confirm your default timezone
- Check your hotlist sources (NCIC, NCMEC, etc)
- Confirm the address for your agency which affects the device map radius

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At the bottom of this page you will see the boxes that can be checked:

☐ **Enable Statewide Lookup**

☐ **Enable National Lookup**

☐ **Require Multifactor Authentication**

Checking **Enable Statewide Lookup** allows other agencies in the state to search your cameras via the Lookup Tool and gives you access to search their cameras as well.

Checking **Enable National Lookup** all law enforcement agencies across the country who are also opted into the National Lookup to search your cameras through the Lookup Tool and give you access to search their cameras as well.

Note: If the other agencies' cameras are not directly connected with your department you will not be able to view the images from the search results. Please connect with our Support Team or your CSM to get those cameras shared with you to view the images.

Checking **Require Multi-factor Authentication** will require your users to set up multi-factor authentication using either an app such as Google Authenticator or their cell phone number.

User Management

Roles

Click on the **Admin** tab at the top of the page to manage who has access to your Flock Safety system. Next, select **Roles** from the Admin menu to edit or create roles Typically, you will be initially set up with an **Admin** and a **User** role by your Customer Success Manager. You can edit these roles

and/or create additional roles as you see fit.

Admin Role:

We recommend the Admin role, and only the Admin role, have the following permissions checked:
- Admin | Adding, editing, and deactivating users in the system
- Custom Hotlist Admin | Sharing, editing, and deleting other users' custom hotlists
- Device | Allows those assigned to the role to access and view the Device Map and Device Networks

Note: You can find the full list of permissions and their definitions here (https://help.flocksafety.com/en/article/using-roles-to-assign-permissions) and a list of suggested role optimizations here (https://drive.google.com/file/d/1xM8pkOEzRCyB8uTkhZgriSpo8-ADXj_q/view).

User Role:

This role is a basic-level user role to which detectives, patrol officers, and analysts are usually assigned.

It is recommended that this role have access to search most, if not all, of the networks that have been shared with your organization to aid in investigations that expand beyond their jurisdiction. This includes the State or National Lookup.

For a quick overview of how to add cameras to roles, click here (https://help.flocksafety.com/en/article/accessing-shared-networks).

A common practice for larger agencies is to separate the User role into Detective/Analyst and Patrol roles as desired.
- The notable difference between the permissions for Detective and Patrol roles in this instance is that typically, Patrol users are limited to monitoring or searching their agency's and agencies in

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the immediate surrounding areas' Flock cameras.
- Depending on your agency's goals, you can choose whether or not to allow patrol officers the ability to search footage or simply receive hotlist alerts.

Note: *Custom Hotlist Access* is typically recommended for the **Detective** and **Patrol** roles, allowing them to create, edit, and delete their own custom hotlists.
- Patrol officers greatly benefit from the Custom Hotlist when taking a report for a stolen vehicle or stolen license plate due to the gap in updates to the vendor NCIC list (approximately 6 hours)

Dispatch Role:
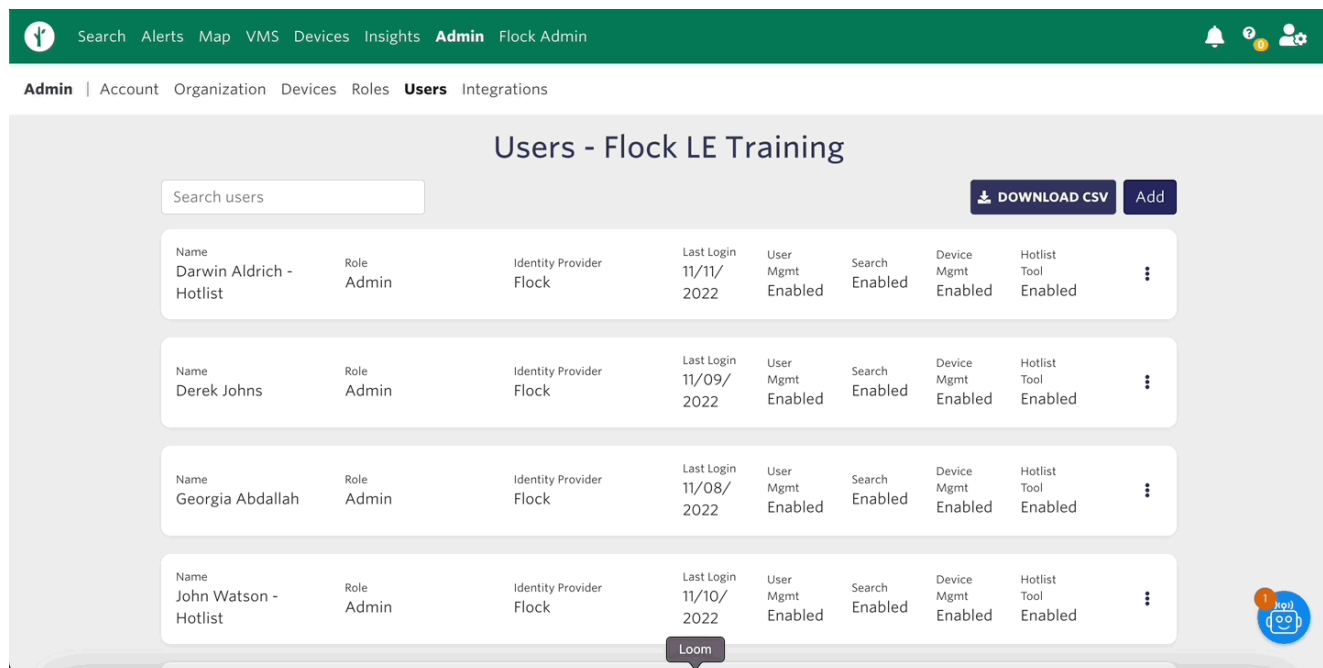
The Dispatch role is typically not given the ability to search cameras but **will** receive hotlist alerts and custom hotlist alerts to then put out over the radio to the nearest patrol vehicle.
Due to multiple dispatchers using the same terminal it is a standard practice to use the agency dispatch email addresses used to log into these terminals as the

Adding, Assigning, and Deactivating Users

It is highly recommended that **each user** get their own login to the system so they can:
1. Customize their alerts
2. Select which cameras pertain to their beat for alerts
3. Have searches show in the audits performed by Admins for accountability

When a user logs into the Flock system for the first few times, they will be given the option to follow along a click-through training that will guide them through the system.
It is highly recommended to suggest or require each user follow through with this training and take the certification that pertains to them, which will be available at the end of the training.

Upon a user leaving your agency it is a best practice to deactivate said user from your organization immediately.

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- If this user returns to your department at any time, simply let our support team know and they will be able to reactivate the user and assign them to your agency once again.
- Even though you may deactivate said user's email address from your agency's end they will still be able to log into the Flock portal until they are deactivated from within.

You can also reset a user's password from this screen by selecting the three dots on the right side of the user and selecting "reset password."

Insights

Audits

Note: It is recommended that you run an Organization Audit at least once a month and check for any irregularities in the searches done from within your agency. You can also run a Network Audit to see who has searched your network from any agency in the Flock system.

Under the Insights tab at the top of the screen, you will be able to perform an audit of both your **Organization** as well as your **Network**. If you do not see the Insights tab at the top of the page make sure the "Insights" box is checked under your Admin role.
Organization audits are imperative for the accountability of your users.

Transparency Portal

If your agency would like to offer your community a clear view of how you are using the Flock Safety system, consider using the Transparency Portal. You can click here (https://help.flocksafety.com/en/article/using-transparency-portal) to learn more about the possibilities with the portal and how you can be transparent without compromising ongoing investigations.

Its goal is to allow Flock users to engage the public in how the technology is being used effectively and without negatively impacting privacy.

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You can also watch a demonstration of the Transparency Portal in this video (https://help.flocksafety.com/en/article/transparency-portal-overview) to help decide if it is in the best interest of your agency.

Outcomes

After a user in your organization selects an event outcome on either the search or hotlist tool, it will be housed under the Insights tab and then "Outcomes" on the far right in the menu.
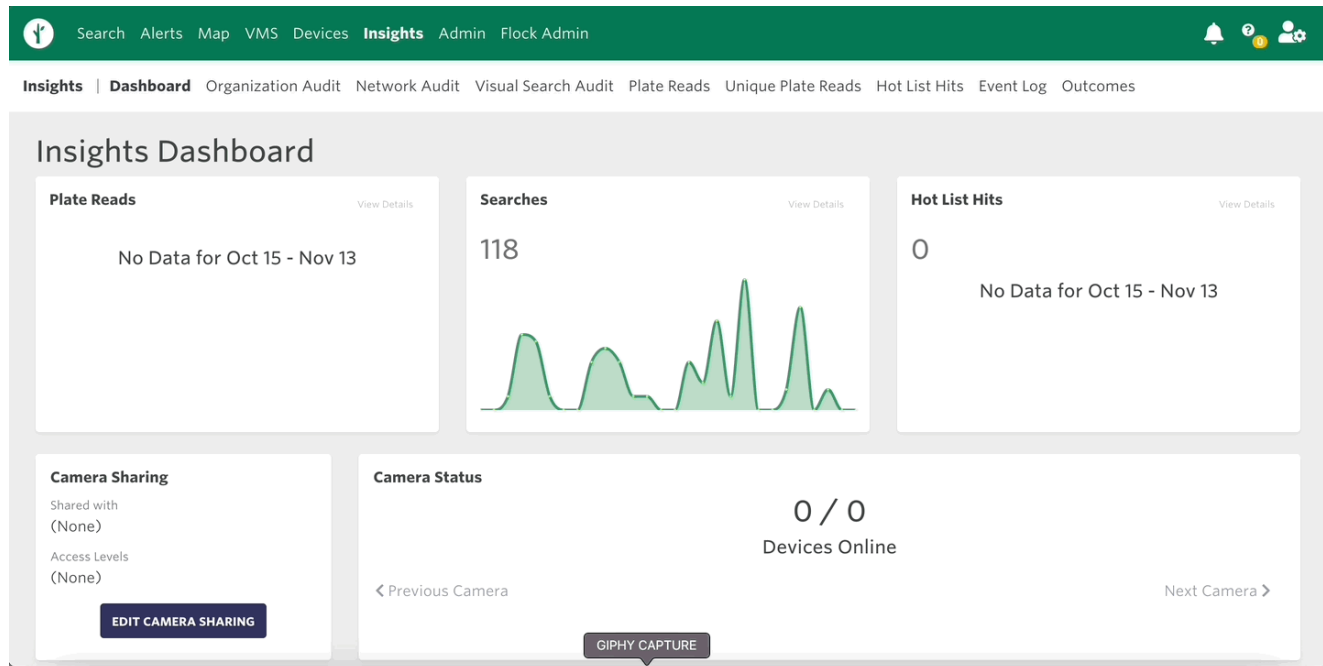
The Outcomes report is a great way to show the **return on your investment** with the Flock system to your department, city council, or county commissioners.

Note: Only Administrators will be able to access the Outcomes tab to edit or download the list.

For more information on how to use the "Outcomes" feature, click here (https://help.flocksafety.com/en/article/using-outcome-capture).

Admin Certification

To become **certified** in the Flock Safety system as an Administrator, click here (https://docs.google.com/forms/d/e/1FAIpQLSeWurtbjSF-X2qTXoVs8_Tded3_amvvZvYSCBsCuBPF_jHHDQ/viewform) to take the assessment. Below are the articles in our Help Center which will be covered on the assessment.

1. Organization & Role Management Overview (https://help.flocksafety.com/en/article/organization-role-management-overview)
2. Using Roles to Assign Permissions (https://help.flocksafety.com/en/article/using-roles-to-assign-permissions)

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3. Inviting Users (https://help.flocksafety.com/en/article/inviting-users)
4. Role Optimization (https://drive.google.com/file/d/1xM8pkOEzRCyB8uTkhZgriSpo8-ADXj_q/view)

(/help/s/topic/0TO4v000000c59...   (/help/s/topic/0TO4v000000c5B...

(/help/s/topic/0TO4v000000c5B...

Was this article helpful?   👍 0   👎 0

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Setting Network Sharing Preferences
(/help/s/article/Setting-Network-Sharing-Preferences)

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Why didn't I get a Hot List hit when I can see the Vehicle in my Search Results? (/help/s/article/Why-didn-t-I-get-a-Hot-List-hit-when-I-can-see-the-Vehicle-in-my-Search-Results)	👁 322
Using Roles to Assign Permissions (/help/s/article/Using-Roles-to-Assign-Permissions)	👁 347
Law Enforcement Search & Best Practices (/help/s/article/Law-Enforcement-Search-Best-Practices)	👁 118

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alerts   🔍

Using Roles to Assign Permissions

The roles section of Admin can be used to create a new permission set or edit existing sets. Each user, when assigned to a role, will inherit the permissions granted by that role.

Add a New Role or Edit an Existing Role

1. **Ensure that you are on the** <u>Admin (https://users.flocksafety.com/)</u> **page**
   Navigate to the Admin page by clicking on your organization's name in the navigation bar or by clicking the link above. You will see the name of your organization centered at the top of the page in a green bar.
2. **Create a new role or open an existing role**
   Scroll down to the roles table and click on the button that says "Add", or, if you want to edit an existing role, select the vertical ellipses and click on "Edit" in the dropdown.
3. **Fill in the form**
   If you chose to add a new role, the form will be blank and the header will read "Add Role." If you chose to edit an existing role, the form will populate with the role's current settings and read "Edit Role." Use the form to determine the permissions you wish to assign to the role.
4. **Save the role**
   Once you have finished editing, click on the "Save" button. The form should close and the Organization Management page should refresh automatically to show your updated role.

Descriptions of each field can be found below:

- **Role Name**
  - A free text field that represents the role.
    - View our <u>best practices (https://drive.google.com/file/d/1h_6VB1fKZHqSSX7GhWt8ecWx8IfZvm0K/view? usp=sharing)</u> for setting up roles for your users.

- **Admin**
  - Allows those assigned to the role to access the Admin page (edit roles, users, networks, etc.)

- **Can Edit Organization Details**
  - Allows those assigned to the role to access the <u>Organization (https://users.flocksafety.com/organization)</u> page (edit organization location, allow/disable Lookup, enable MFA)

- **Search**
  - Allows those assigned to the role to access and conduct investigative searches.

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- Lookup
  - Allows those assigned to the role to conduct a specific plate search within your agency's devices, or other agency's devices who are also opted into either statewide or national lookup, or both.

- Visual Search
  - Allows those assigned to the role to conduct a Visual Search, which takes an image and turns it into an investigative lead by using Machine Learning to find similar images.

- Convoy Search
  - Allows those assigned to the role to conduct a Convoy Search, which allows for taking a plate and returning plates that often travel alongside the vehicle of interest.

- Multi-Geo Search
  - Allows those assigned to the role to conduct a Multi-Geo Search, which takes a list of location/timeframe combinations and return plates that have been seen in all of the locations.

- Hot List
  - Allows those assigned to the role to access the Alerts page to view Hot Lists, Manage Custom Hot Lists, or Suppress Hits.

- Custom Hot List Admin
  - Allows those assigned to the role to create, edit, share, delete and view Custom Hot Lists in their own organizations as well as enable notifications on any Custom Hot List that is shared with their organization
    - To enable Custom Hotlist Admin permissions, please select both Custom Hotlist Admin and Custom Hotlist Access.

- Custom Hot List Access
  - Allows those assigned to the role to create, edit, and delete their own Custom Hot List and view any list they are the selected audience of.

- Manage Suppressed Hits
  - Allows those assigned to the role to suppress individual plates for their agency.

- Vehicle Description Alerts
  - Allows those assigned to the role to send notifications when vehicles matching a specific set of filters criteria pass a Flock camera.
    - User must have Search and Hot List enabled to utilize this feature.

- Devices
  - Allows those assigned to the role to access and view the Device Map and Device Networks.

- Device Admin
  - Allows those assigned to the role to access the Device Management page (view device status, reboot device, etc.)

- Device Management
  - Allows those assigned to the role to access the "Device Health Page," to view their devices, status/health of those devices, rename/relocate the devices, and register/unregister devices.

- Insights

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- Allows those assigned to the role to access the Analytics page.

- **Can Add Evidence to Axon**
  - Allows those assigned to the role to upload images from Flock to Axon's evidence.com (http://evidence.com/).

- **VMS Go-Live**
  - Allows those assigned to the role to click on a device and view live video in the VMS experience.

- **VMS Download**
  - Allows those assigned to the role to download a defined start/stop time video clip.

- **VMS Historical**
  - Allows those assigned to the role to playback previous video footage securely stored in the cloud.

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(/help/s/topic/0TO4v000000c5B...

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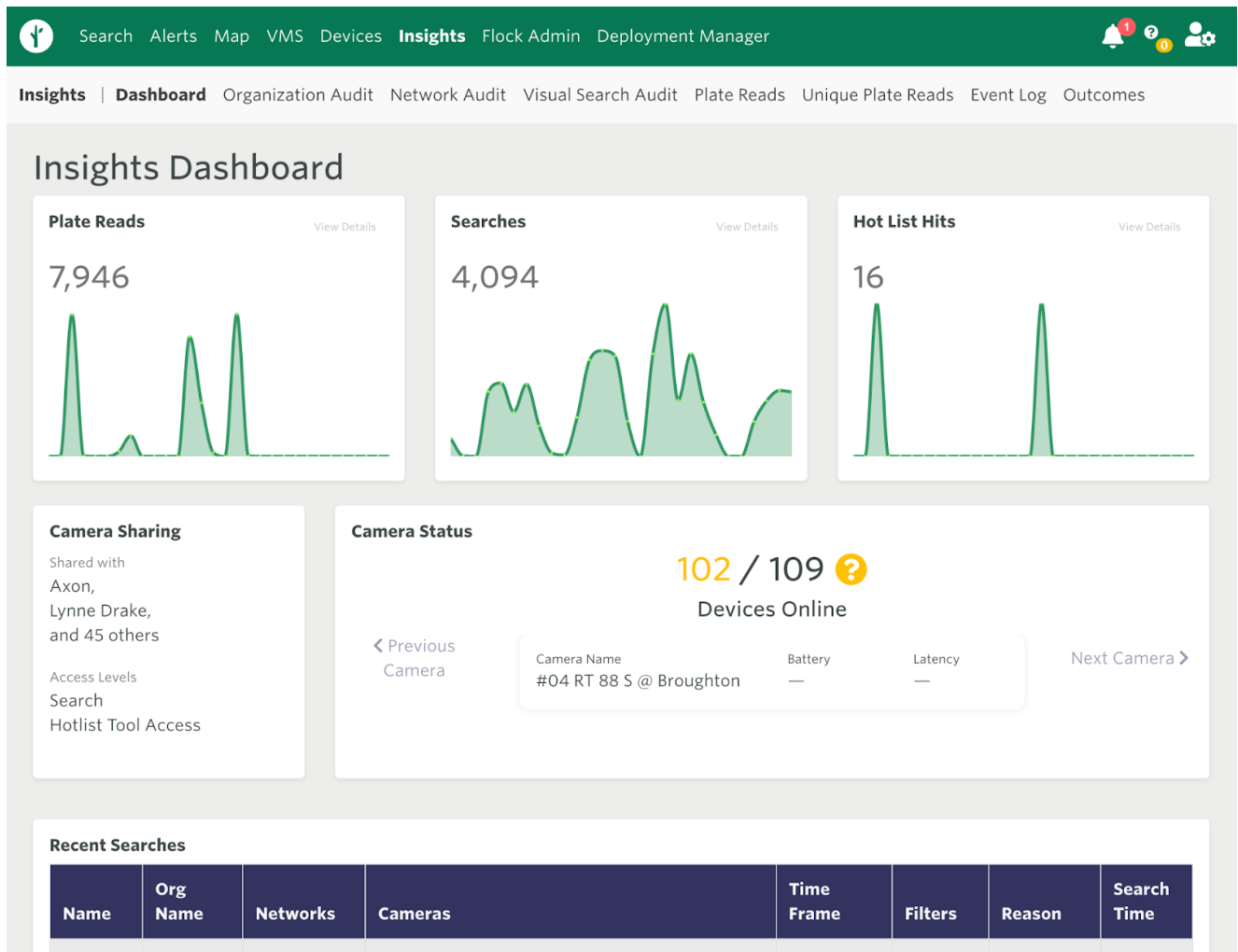
58

59

insights 🔍

Using the Insights Dashboard

Flock's Insights Dashboard is a place to see the most important metrics for your entire Flock program at a glance. It contains several reports specifically designed to show Flock's value to your organization.

Interactive Tutorial

Want to learn about the insights dashboard as you use it? Click here (https://analytics.flocksafety.com/?appcue=3f8a4765-44be-4c72-8b49-60df4c073782) to access an in-app tutorial.

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Summary Graphs

The top section of the dashboard is composed of three small graphs to show a trend of three important metrics that indicate Flock's value to the community.

Plate Reads

The plate reads graph represents how many plates have been read by the cameras that your organization owns. It serves as a good proxy for how much traffic is picked up by your cameras and can be used to analyze weekly trends.

Searches

The searches graph displays a count for searches conducted in Flock by users in your organization. It serves as a metric to represent how often your users are using Flock. It does not show how often your cameras are being searched by other organizations with which you have shared camera access.

Hot List Hits

The Hot List hits graph shows a trend of Hot List hits. If you are a community safety customer (e.g., HOA, business, etc.) this graph will show how often your cameras have generated a Hot List for the law enforcement agencies with which you have shared camera access. If you are a law enforcement customer, this graph will show how many Hot List hits your organization has received.

Camera Sharing

The camera sharing section of the dashboard shows which organization(s) you have shared your cameras with and what level of access you have shared. If you are a community safety customer (e.g., HOA, business, etc.) we recommend you share your cameras with your local law enforcement. If you are a law enforcement customer, you can share your cameras with other local law enforcement agencies.

Camera Status

The camera status section of the dashboard shows a summary of the health of the cameras in your Flock network. You can use the buttons to swipe through your cameras to see their battery life and average latency.

Recent Searches

Lists the most recent searches ran by Flock users that included your network of devices.

Important

Private customers will only see information on searches conducted by a Law Enforcement customer related to their own network in their audits, not any other networks that may have been included in their Search. Other specific details related to Searches conducted by a Law Enforcement customer

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are also redacted from private customer views to ensure the safety and confidentiality of their
investigations.

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Share Your Custom Hot Lists (/help/s/article/Share-Your-Custom-Hot-Lists)   👁 160

Custom Camera Groupings (/help/s/article/Custom-Camera-Groupings)   👁 98

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alerts 🔍

Sharing My Networks

The Sharing Modal is beneficial as it provides a more simplified experience when proactively sharing your owned networks to a specific agency or agencies, agencies within 50, 100, or 200 miles, and agencies within your state.

To proactively share your owned networks with nearby agencies:
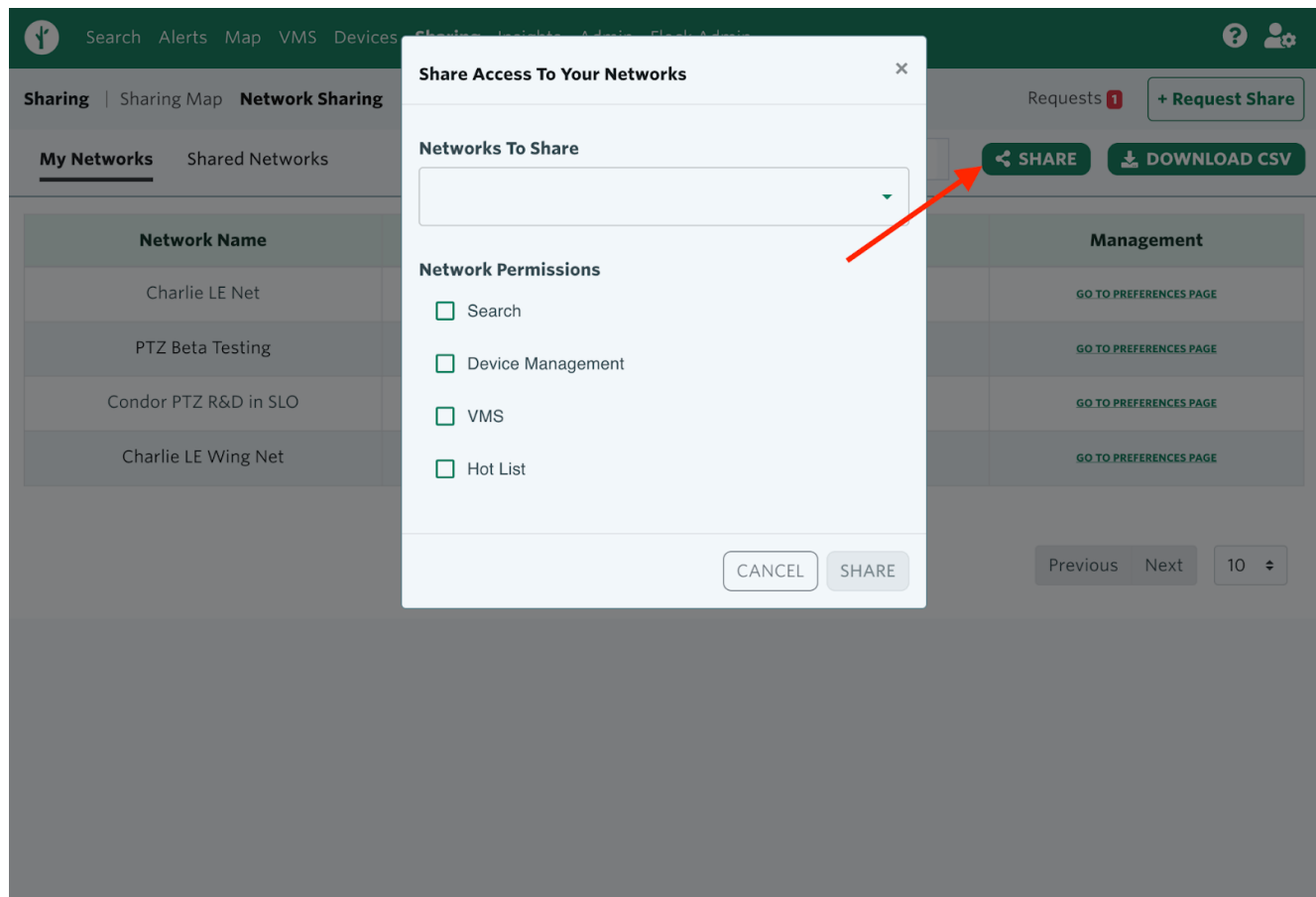
1. **Ensure that you are on the My Networks page**
   Navigate to Sharing from the navigation page or type https://sharing.flocksafety.com/networkSharing (https://sharing.flocksafety.com/networkSharing) in your browser

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2. **Click on Share button**

   Click on the Share button that is located to the right of the search toolbar

3. **Share Access**

   Select a specific organization, or agencies within 50, 100 or 200 miles of your organization, or agencies within your state along with the network permissions you would like access to.

   a. Search

       i. Allows access to networks to utilize in Flock's Search tool

   b. Device Management

       i. Allows access to view, edit and modify an agency's Devices.

       ii. Please note, this should not be highly requested as each agency should maintain their own devices.

   c. VMS

       i. Allows access to video feed.

       ii. Please note, this should not be highly requested and proper agreements should be in place between agencies prior to requesting.

   d. Hot List

       i. Allows access to networks to utilize in Flock's Alerts and Hot List Map tool.

   ** *To be able to share your owned networks, you must have both the Admin and the Can Share permissions enabled for your role.*

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View My Networks and Shared Networks (/help/s/article/View-My-Networks-and-Shared-Networks)   👁 110

Sharing & Requesting Footage for Non-Law Enforcement Users (/help/s/article/Sharing-Requesting-Footage)   👁 239

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alerts 🔍

Setting Network Sharing Preferences

Users can set up different sharing preferences for networks they own to help with auto accepting requests, or turning off discoverability of a network if they do not wish to share .

1. **Ensure that you are on the My Networks page**
   Navigate to Sharing from the navigation page and click on My Networks. You can also type
   https://sharing.flocksafety.com/networkSharing (https://sharing.flocksafety.com/networkSharing)
   in your browser

2. **Click on 'Go To Preference Page'**
   Navigate to the preference page of the network you want to set preferences for.

3. **Set a preference:**

   a. **Automatically Accept Requests to Share My Networks with LE Agencies within X miles**

   b. **Automatically Accept Requests to Share My Networks with LE agencies Within My State**

   c. **Make This Network Discoverable**

   d. **Allow for these features to be shared**

      i. Search

         1. Allows access to networks to utilize in Flock's Search tool

      ii. Device Management

         1. Allows access to view, edit and modify an agency's Devices.

         2. Please note, this should not be highly requested as each agency should maintain their own devices.

      iii. VMS

         1. Allows access to video feed.

         2. Please note, this should not be highly requested and proper agreements should be in place between agencies prior to requesting.

      iv. Hot List

         1. Allows access to networks to utilize in Flock's Alerts and Hot List Map tool.

** *To be able to set sharing preferences for your owned networks, you must have both the Admin and the Can Share permissions enabled for your role.*

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View My Networks and Shared Networks (/help/s/article/View-My-Networks-and-Shared-Networks)   👁 110

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alerts 🔍

View My Networks and Shared Networks
The new Networks table provides a more simplified view of owned networks and shared networks, along with the ability to easily view shared permissions and the ability to download a .CSV report.

1. **Ensure that you are on the My Networks or Shared Networks page**
   Navigate to Sharing from the navigation page and click on My Networks or Shared Networks. You can also type https://sharing.flocksafety.com/networkSharing (https://sharing.flocksafety.com/networkSharing) in your browser
2. **Click on My Networks**
   This page will display all of your organization's owned networks and permissions enabled when sharing.
3. **Click on Shared Network**
   This page will display all networks your organization is sharing, and other organizations sharing their networks with you. It also provides other pertinent information such as permissions shared and share date.
4. **Download CSV**
   Users can download a .CSV report of My Networks or Shared Networks for easier reporting. You must be on the specific tab to download the corresponding report.

** *To be able to view your owned and shared networks, you must have the Admin permission enabled for your role.*

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hotlist 🔍

User Best Practices for Law Enforcement

Once you get your login credentials set up for the Flock system it is time to get you familiar with the system so you can start using your Flock Safety Network.

First, when you log into the Flock system for the first time you will have the opportunity to complete a **Click-Through training.** This training includes a video on the **Search Tool** and another on the **Alerts Tool**. After you complete the training, you can then get certified on each tool using the links at the end of the training.

If you click out of the training the first time, it will still pop up the next nine times you log into the system. After that, you will be able to access the certifications through the Help Center (https://help.flocksafety.com/en/certification-program/law-enforcement).

Camera Selection

Along the left side of the screen, you will see the camera selection shortcuts. On both the Search and the Alerts pages, the best way to select the cameras you would like to search or monitor is to **click on the map**. You can then use the geofence tool or manually select cameras on the screen's right side.

We recommend that you save your camera selections into **Camera Groups** to make it easier to switch between different zones, precincts, or jurisdictions very quickly.

A common practice is to create a camera group for your jurisdiction including all private cameras from businesses and HOAs in addition to your agency cameras. This will make sure all alerts you are getting are relevant to you.

For the search tool we have seen users saving several camera groups. A few we have seen include:
- Jurisdiction including private cameras
- Statewide LE cameras
- The jurisdiction of the user and any jurisdictions within
- Ex. A county agency monitoring the cities within the county
- Specific surrounding jurisdictions if part of a task force

To learn more about camera groupings click here (https://help.flocksafety.com/en/article/custom-camera-groupings).

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Below is an example showing the use of the geo-fence tool to select the cameras you wish to monitor for alerts:
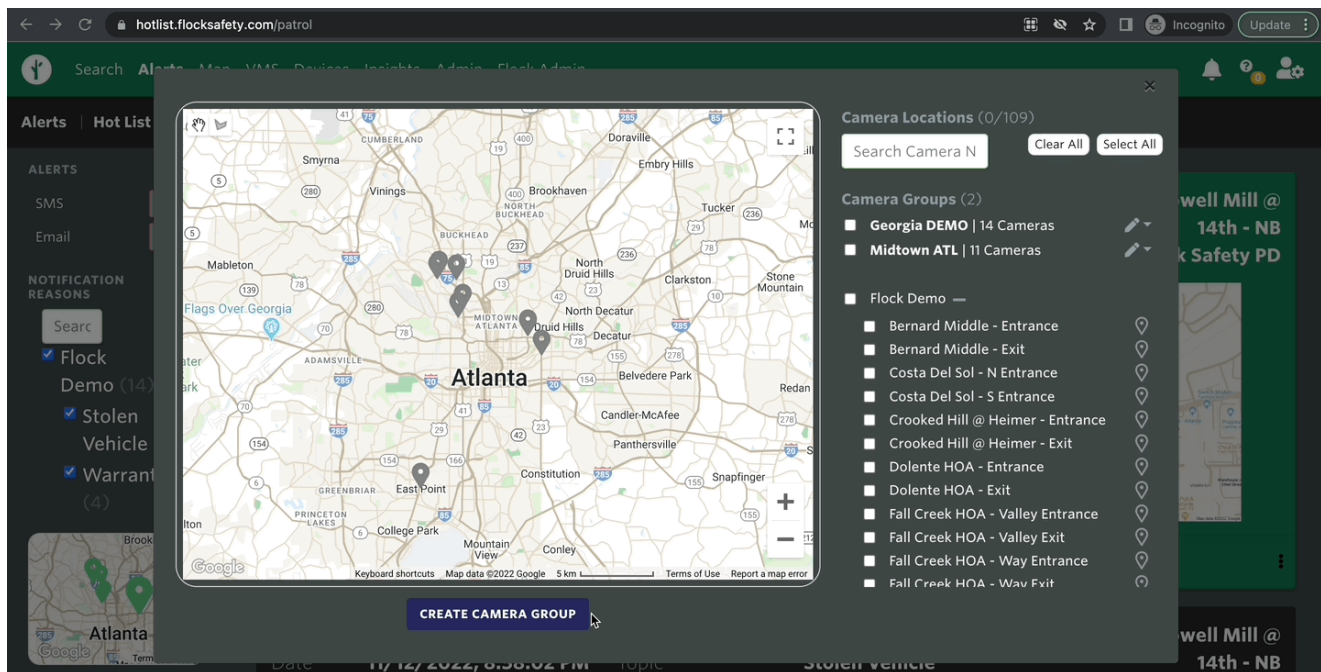
Search Tool

Again, it is recommended that you watch the training video found in the help center and become certified in the Search Tool to learn the fundamentals here (https://help.flocksafety.com/en/article/search-tool-certification-program).

When starting your investigation we recommend you be as specific as possible in your search and broaden it as needed in both camera selection and search filters.

Example: An eyewitness tells you they saw a black Dodge passenger van leave the scene of a crime
- Start by selecting "Black," "Dodge," and "Minivan" in your search filters.
- If there are no matching results, try deselecting Dodge and opening your results to all black minivans.
- You can also add more manufacturers. In this instance, you may want to add Chrysler since Dodge and Chrysler are easily confused.
- You may also open up the color filter by selecting blue or gray as well. This will allow other dark colors into the search that could be mistaken for black by eyewitnesses.
- Another idea is to drop the confidence threshold on your search filter (shown below).
- You can adjust to allow for more results based on the selected filter with a lower confidence level from the camera's machine learning.

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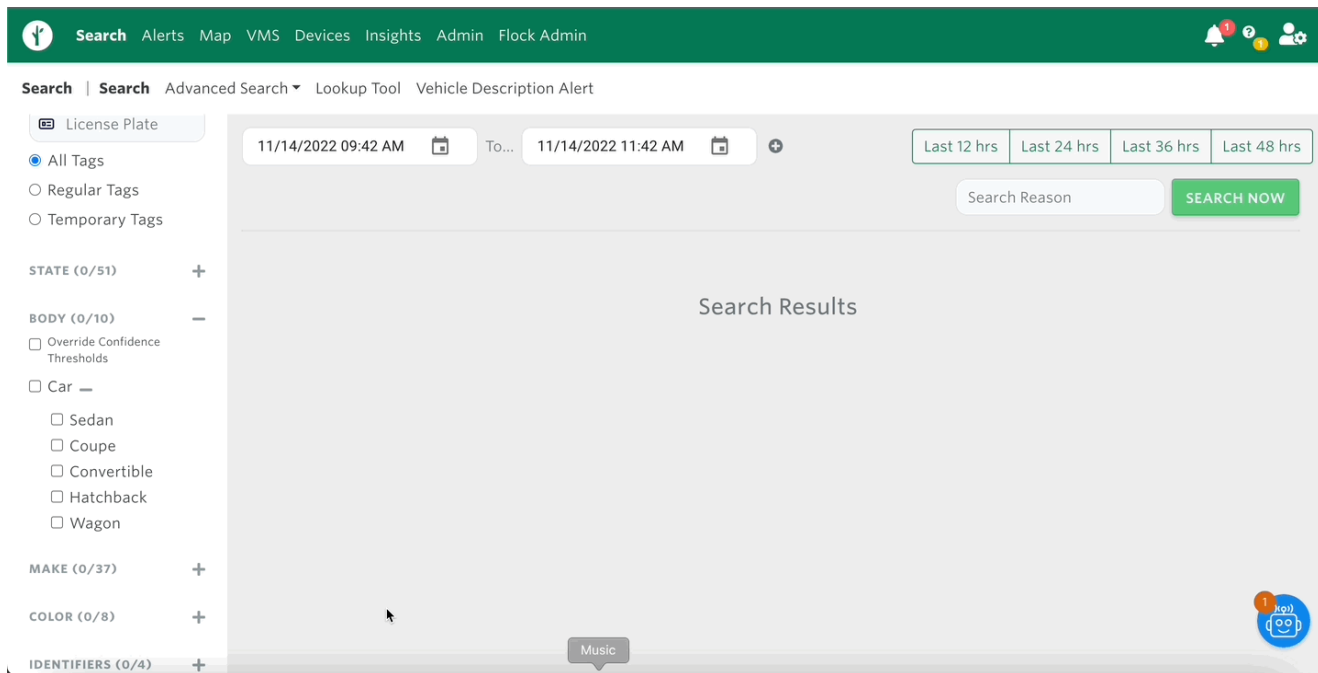
To Prepare for Court: When you find the vehicle you are looking for in your search, use the PDF download to download all of your information onto one sheet.

To do so, click on the ellipses (three dots) at the bottom right corner of the search result and select **Export to PDF** at the bottom of the menu that pops up.
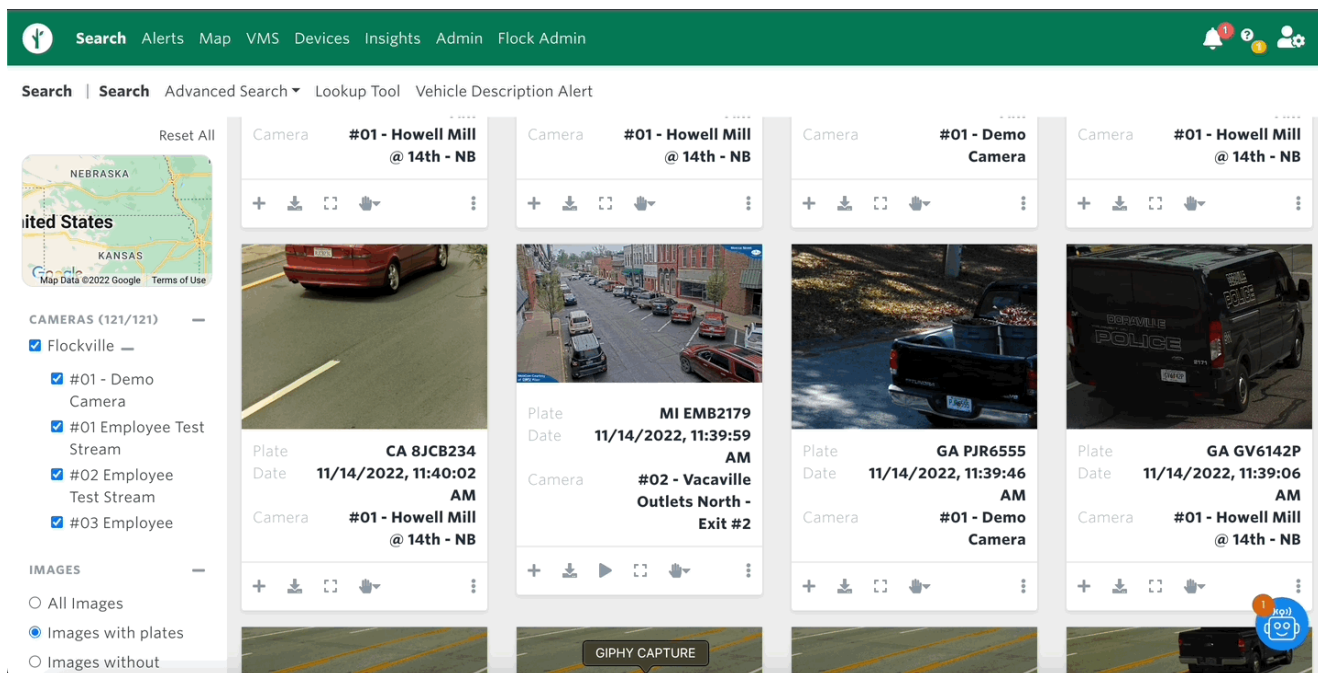
Use the **Lookup Tool** if you'd like to get more information about where your suspect vehicle has been over the last 1, 7, 14, or 30 days. The Lookup tool is available under the same menu as the PDF download, click on the ellipses to open it, then select **Lookup Tool.**

On the Lookup tool, you will see a tab that says "My Cameras." If you are able to select this tab it means that your Administrator(s) have opted into either the **Statewide** or **National Lookup.**

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If you search using the **Statewide** or **National Lookup** you will only see the images of the suspect vehicle if those cameras are expressly shared with your organization and added to your role.

Note: If you need images from the National Lookup that you're not able to see please reach out to your Customer Success Manager or our support team to help connect you with that department.

Receiving Alerts

Alerts Page

The URL hotlist.flocksafety.com (https://hotlist.flocksafety.com/patrol) will take you straight to the standard Alerts page. We recommend bookmarking this page for quick sign-in each time you log into your terminal if you are on **Patrol.**
The **Google Chrome** browser works best and we strongly recommend using this browser as it will allow the hot list alerts in a timely manner.

Note: When you first go to the URL above you will be prompted by our browser to allow notifications. Make sure to click "Allow" in order to receive the notifications through this page.

The Flock Safety browser notifications will come through whether you are currently viewing the Alerts page or not. You can even have it minimized and you will receive an audible notification and a badge with the alert information at the bottom corner of your screen.

Make sure you are set up to receive alerts by testing the notifications using the **test notification** button on the bottom left-hand corner of the screen.

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Depending on the way your Administrator has set up your account, you could get notifications from the following sources:

- NCIC
- NCMEC (National Center for Missing and Exploited Children)
- State Specific Lists
- Custom Hot lists
- Users in your organization
- Hot lists shared with your agency and enabled for your role

Custom Hot List

Due to the NCIC file updating for all vendors **four times daily,** there will be a delay between when you list a vehicle or license plate stolen and when it will start hitting on the Flock system.
To supplement this, create a **Custom Hot List** to add these stolen vehicles and stolen license plates to the alerts you will receive immediately.

You can set the expiration date for the same day you are listing the vehicle so that when it expires, it will already be listed on NCIC.

When creating a custom hot list entry, make sure to include your name and contact information in the notes section if you would like to be notified by the officer who responds to the alert for your entry.

Custom Hot list entries can now also contain files, such as BOLOS, which will be able to be opened when you receive the alert in your browser. For an example of what this will look like, look at this article (https://help.flocksafety.com/en/article/hot-list-attachments) in the Help Center.

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It is a common practice for most **Investigators/Detectives** to have multiple Custom Hot Lists. There are several different ways to set your hot lists up for success.

- The main reason to have multiple custom hot lists is sharing them with different **audiences** (learn more about audiences here (https://help.flocksafety.com/en/article/using-custom-lists#managing-list-audiences)) within the organization.
- Ex. If you have a rolling custom hot list of stolen vehicles you will want it shared with everyone monitoring the Flock system within your agency.
- If you have a suspect vehicle involved in an investigation, you may want just a certain number of people to receive the alert to identify the occupants so you can protect your case from becoming compromised.

If you are on a **multi-agency task force** you will commonly see a custom hot list created and maintained by one agency and shared with the others.

- Only one user can add to, edit, share, or delete a custom hot list.

Share the custom hot list by clicking on the ellipsis on the far right of your custom hot list, selecting share, and selecting the agency with which you would like to share.

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For more information on the **Custom Hot List**, click here (https://help.flocksafety.com/en/article/using-custom-lists).

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(/help/s/topic/0TO4v000000c59...

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Dispatch Best Practices for Law Enforcement (/help/s/article/Dispatch-Best-Practices-for-Law-Enforcement)   👁 145

Why didn't I get a Hot List hit when I can see the Vehicle in my Search Results? (/help/s/article/Why-didn-t-I-get-a-Hot-List-hit-when-I-can-see-the-Vehicle-in-my-Search-Results)   👁 322

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Using Vehicle Description Alerts (/help/s/article/Using-Vehicle-Description-Alerts)   👁 138

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search   🔍

Law Enforcement Search & Best Practices

The Flock Search Portal allows you to perform investigations using our vehicle fingerprint and License Plate Reader (LPR) technology. This article will cover all important details you should know about utilizing the search tool in your digital Flock Safety account.

Running a Standard Plate Search

The Search Page (https://search.flocksafety.com/search) will serve as your command center for retrieving any image captures from the Flock Cameras located in your community. This portal, along with all other Flock safety tools, is best accessed via Google Chrome (https://www.google.com/chrome/) or Microsoft Edge (https://www.microsoft.com/en-us/edge). We recommend you bookmark this page for easy access!

Important -
Flock Safety values keeping your data protected. **When you log into the Flock Safety web application for the first time you :will receive a dual-factor authentication text to your mobile device.** *Select the checkbox to "Remember this browser" to have Flock Safety recognize that browser automatically for*

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future logins.
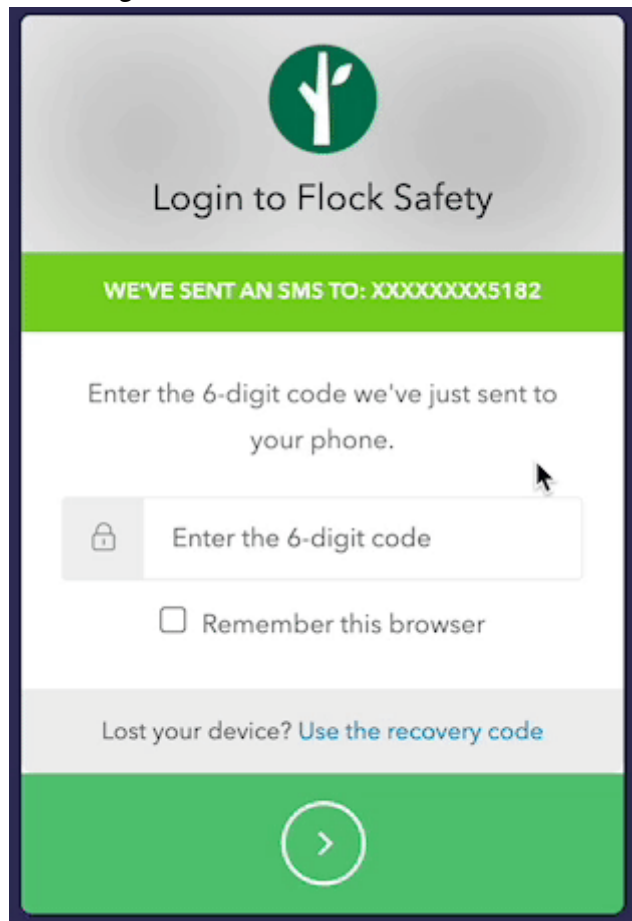
Required Selections to Run a Search

When running a search, you do not need to fill out every filter in order to get results. However, we recommend you be as precise as possible by using any details originally reported to you for your search.

Where | Selecting Your Cameras

- The Map Tool allows you to visually select the geographic location of your search.
  - **Selecting the map allows you to see a listing of all the camera networks you have access to.**
- You can click the names of specific cameras to add or remove them to your search as needed.

Remember: You **cannot** run a valid search unless there are cameras selected! *All available cameras*

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will be selected by default. You can deselect cameras at any time to narrow your search.
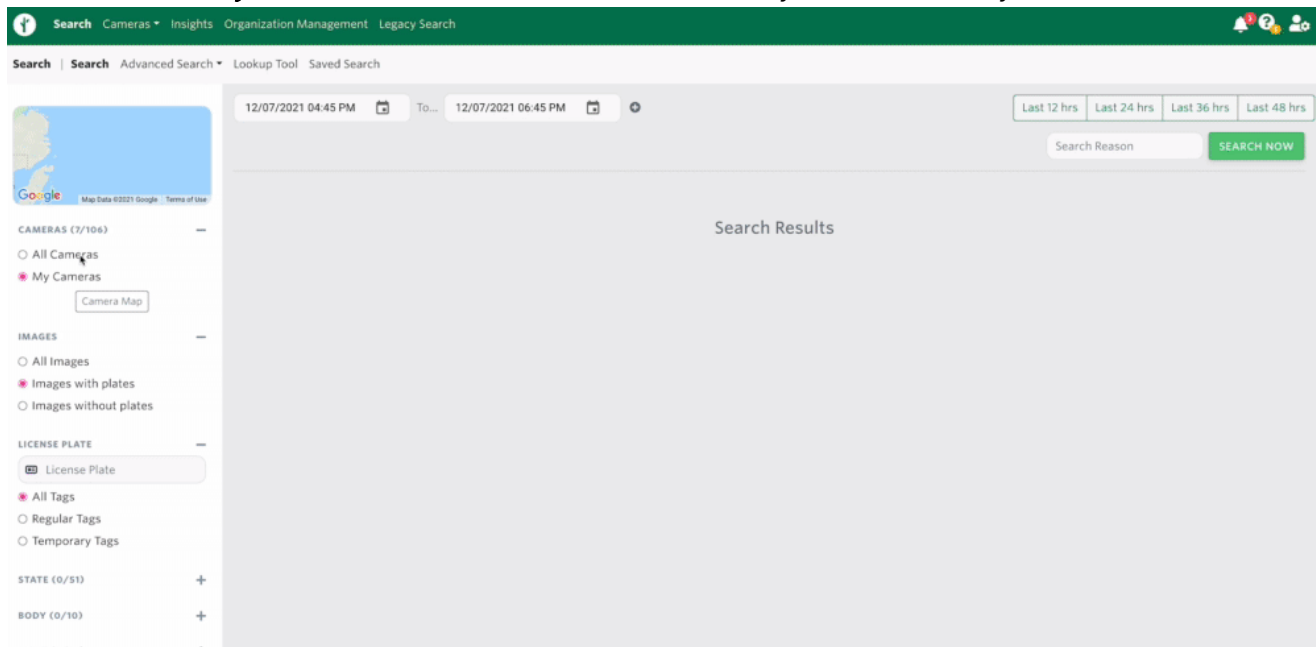
What │ Vehicle Identifiers & Filters

- Flock Safety is equipped with a variety of filters to help you pinpoint vehicles that may be connected to crimes in your jurisdiction.
  - You can find a full overview of optional search filters within our Search Filter Guide (https://help.flocksafety.com/en/article/search-filters-definitions).
- There are 2 search filters that will always be set for you, by default. These include:

Images

- Flock Safety will intuitively want to prioritize searching for images with plates.
- If you need to search for images without plates, or all images, just change the filter toggle before initiating your search.

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License Plate

- To ensure you receive the largest number of viable results, Flock Safety will include both regular and temporary tags/plates automatically.
- If you know you're looking for a vehicle with a specific type of tag/plate, you can adjust this filter before initiating your search.

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Search | **Search** Advanced Search ▾ Lookup Tool Saved Search

12/07/2021 05:00 PM 📅   To...   12/07/2021 07:00 PM 📅   ⊕

CAMERAS (106/106)   —

◉ All Cameras

○ My Cameras

  [Camera Map]

IMAGES   —

○ All Images

◉ Images with plates

○ Images without plates

LICENSE PLATE   —

[🆔 License Plate]

◉ All Tags

○ Regular Tags

○ Temporary Tags

STATE (0/51)   +

When │ Time & Date

- Setting a time and date range allows you to ensure more viable search results.
  - If you need to run a search for more than one date/time period, select the + icon by the date/time fields to add more options!
- There are 3 ways to indicate time and date for a search in the Flock Safety Application

Calendar & Clock Function

- Click into the calendar icon by the date/time fields. An interface will appear allowing you to access a calendar and clock.
- Select your search date via the calendar interface
- Immediately after you select, you'll be prompted with a clock interface to indicate the time of your search query

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- You can click and drag the clock arms directly to set your start and end times
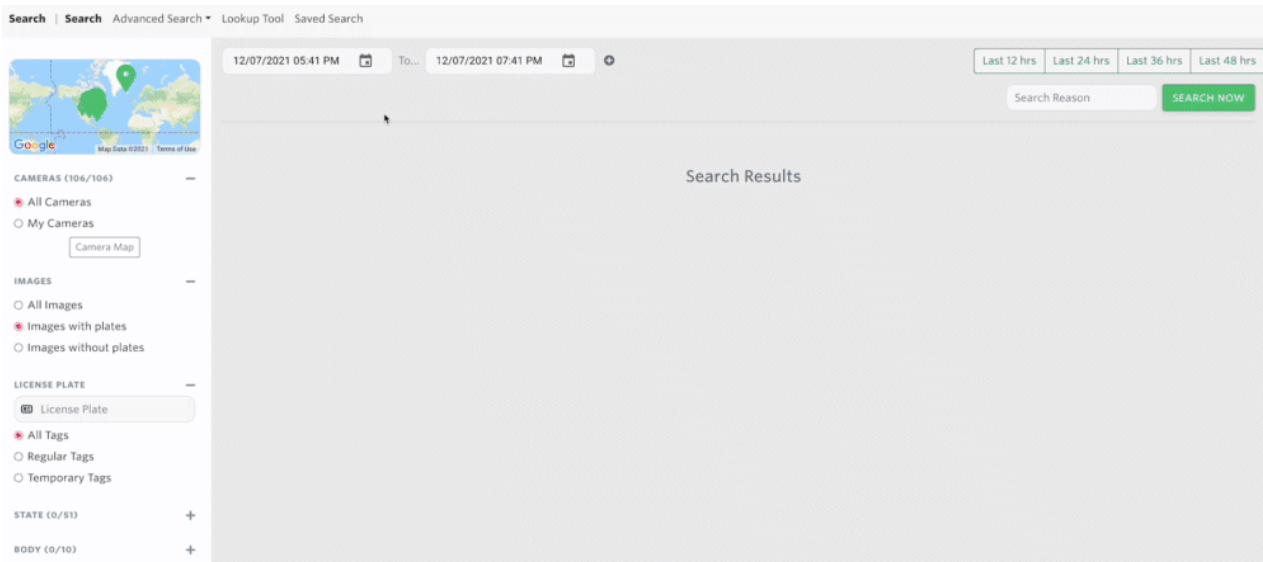
Hot Buttons

- On the top-right of the Search Page you will see 4 hot buttons for typical search windows: last 12 hours, last 24 hours, last 36 hours, and last 48 hours
- Select any of these buttons and the date/time fields will automatically update to reflect your selection
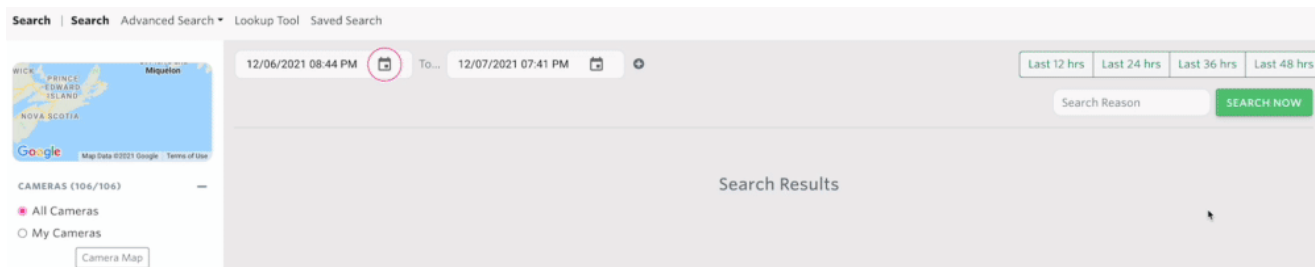
Manual Entry

- Should you prefer or need to, you can always click into the time/date fields directly and type the date and time manually.
- However, the first two options will always be quicker and recommended!
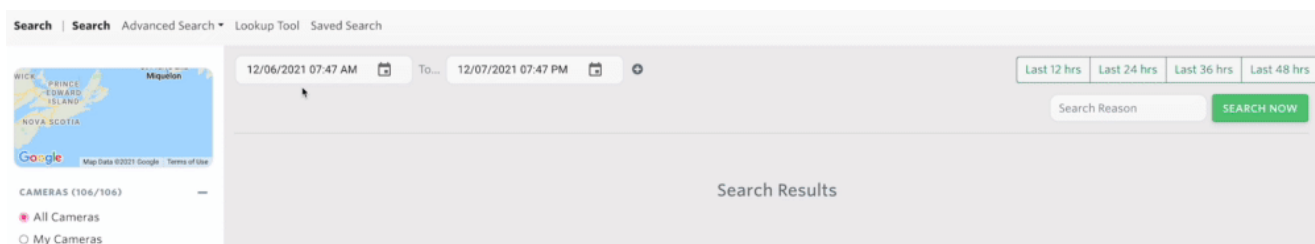
Why | Search Reason

- Flock Safety is built around the concept of transparent policing, which is why a Search Reason is required for any searches run.

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- You can review any searches conducted in the search audit (https://flock-safety.wixanswers.com/en/article/understanding-search-audits) section, along with your username and a timestamp.
- After you've selected all your necessary search parameters, type a search reason into the search box and select "Search Now".
  - It's recommended you use a case or reference number for your search reason for easier tracking and consistency!
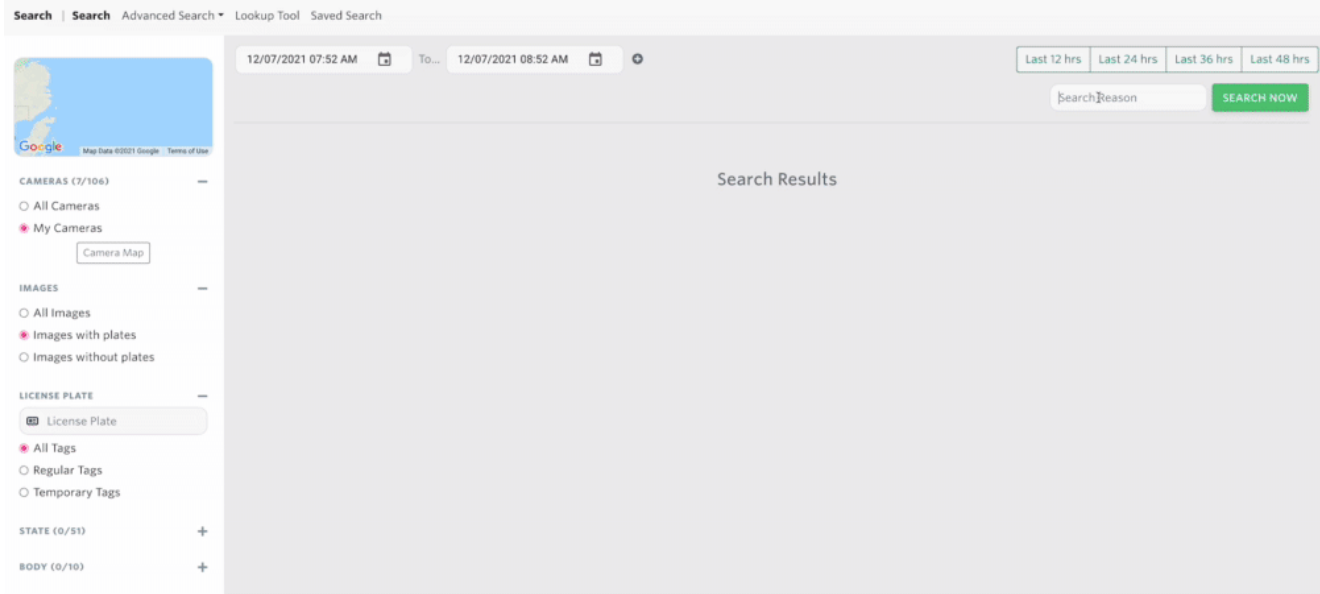
(/help/s/topic/0TO4v000000c5B...   (/help/s/topic/0TO4v000000c5B...

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84

[(/help/s/article/Search-Filters-Definitions)](/help/s/article/Search-Filters-Definitions)

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alerts 🔍

Search Filters & Definitions

The filter bar on the left-hand side of the Search Tool houses all the filters you can apply, in order to narrow or widen your search queries.

Included below are descriptions of each filter type:

Cameras

- *Required filter*
- Cameras determine which cameras to search on. You can use the checkboxes underneath the map, or click on the *Camera Map* button to select and deselect individual cameras.

CAMERAS (106/106)

⦿ All Cameras

○ My Cameras

[Camera Map]
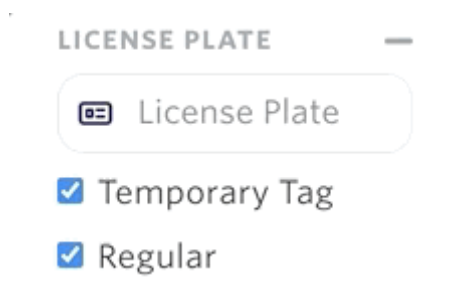
Images

- *Required filter*
- Flock Safety will intuitively prioritize searching for images with plates.
- If you need to search for images without plates, or all images, just change the filter toggle before initiating your search.

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IMAGES

- ⦿ All Images
- ○ Images with plates
- ○ Images without plates

License Plate

- *Optional filter*
- The license plate filter allows you to search for a specific license plate.
  - If you know the license plate you are looking for, that's the only filter you should enter.
  - Need to run a search with a partial plate? Learn more about wildcard searches (https://help.flocksafety.com/en/article/using-wildcard-searches).
- You can use the additional checkboxes below to filter your search results for for just regular or temporary tags.

LICENSE PLATE —

[License Plate]

- ☑ Temporary Tag
- ☑ Regular

State

- *Optional Filter*
- The license plate state section searches for a specific plate state.
- If left empty, the search will return license plates from all states.
- This box also has additional filtering for unknown and other tags.
  - Plates are tagged as *unknown* when our machine learning model cannot predict a state; whereas, plates that are tagged as *other* are plates that are not in our list of plate regions (e.g., Canadian plates, Native American tribe plates, and Federal Government plates).

Body

- *Optional Filter*

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- The body section searches for a specific type of vehicle (e.g., cars, trucks, SUVs, etc.). If left empty, the search will return every type of vehicle.
- Some body types combine the results from other, more specific types:
    - Car combines results from sedan, coupe, convertible, hatchback, and wagon
    - Van combines results from work van and minivan

BODY (0/10)

☐ Car
    ☐ Sedan
    ☐ Coupe
    ☐ Convertible
    ☐ Hatchback
    ☐ Wagon
☐ SUV

Make

- *Optional Filter*
- The make filter searches for a vehicles by a specific automaker. If left empty, the search will return all makes of vehicles.

MAKE (0/37)

☐ Acura
☐ Audi
☐ BMW
☐ Buick
☐ Cadillac
☐ Chevrolet
☐ Chrysler

Color

- *Optional Filter*

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- The color filter searches for a vehicles that are a specific color. If left empty, the search will return vehicles of all colors.

COLOR (0/8)

☐ Silver/Grey

☐ Black

☐ Blue

☐ Red

☐ Brown

☐ Yellow

☐ Green

Identifiers

- *Optional Filter*
- Allows your search to include non-typical identifiers such as Back Rack, Top Rack, Bumper Stickers and Window Stickers.

IDENTIFIERS (0/4)

☐ Back Rack

☐ Top Rack

☐ Bumper Stickers

☐ Window Stickers

Residency

- *Optional Filter*
- If you have access to search cameras placed within a residential community, the Residency filter references the Community's Safelist (https://help.flocksafety.com/en/article/using-safe-list) to efficiently filter between resident and non-resident vehicles.

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RESIDENCY

○ Any

○ Residents Only

○ Non-residents Only

Confidence Level

- *Optional Sub-Filter (available within select Filters)*
- Our machine learning technology is crafted with the intention to present only the image results that best align with the filters you've selected.
- However, we recognize that there may be times when minuscule differences between vehicle body types, colors, etc. may be hard to distinguish with absolute accuracy (Example: Toyota vs Lexus.)
- To save you time in these situations, Flock Safety offers the ability to "Override Confidence Levels." Which will simply yield all possibilities of what you are looking for, even if the sorting would have ruled it out as a low confidence hit.

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custom   🔍

Custom Camera Groupings

Flock's Custom Camera Grouping is a tool designed to help our users create and maintain saved groups of devices within their Search Device Map for quick access.

Note:

Creating a camera group will not automatically default your search filters to this group

How to Create a Camera Group

1. Log into the Flock Safety Portal (https://search.flocksafety.com/)
2. Navigate to Search (https://search.flocksafety.com/search) or Hotlist (https://hotlist.flocksafety.com/)
   a. At the top of the screen, in the navigation bar, you should see a tab that says Search or Alert. If one of these tabs are not visible, please contact your Flock admin to make sure the role you are assigned has the proper permissions enabled.
3. Click on your Device Map
4. **There are (2) ways you can create a camera group:**
   a. **Lasso Tool**
      i. Draw a geofence around the devices you want in a group
      ii. Click on Save Camera Group
      iii. A modal will display to name the camera group, enter the group name and click 'Save Name'.
      iv. Your new group will now be displayed under the Camera Group section

1. **List**
   a. From your device list on the right-hand side, select the devices you want in a group.
   b. Click on Save Camera Group
   c. A modal will display to name the camera group, enter the group name and click 'Save Name'.
   d. Your new group will now be displayed under the Camera Group section

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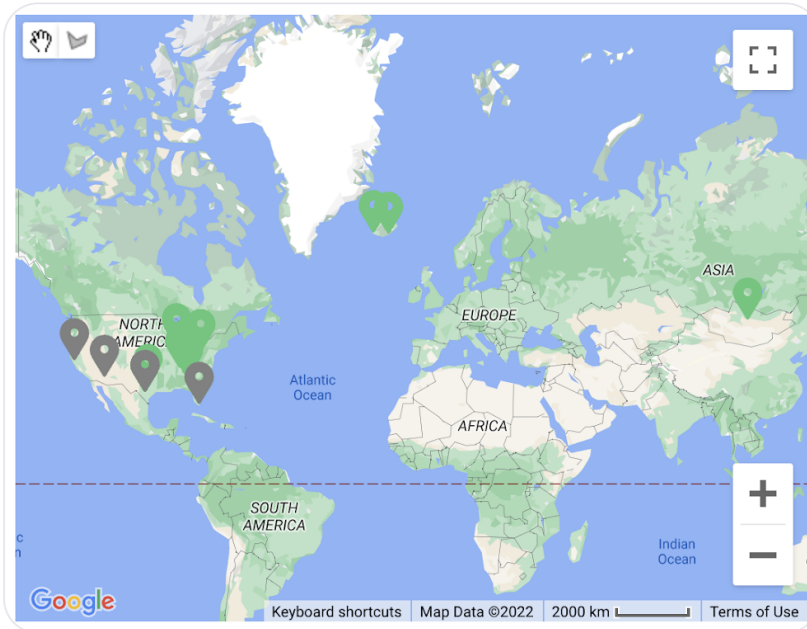
Camera Locations (109/114)

| Search Cam | Clear All | Select All |

Camera Groups (0)

-No camera groups yet-

☑ **Flockville** —

   ☑ #01 - Demo Camera   ⦿

   ☑ #01 Employee Test Stream   ⦿

   ☑ #02 Employee Test Stream   ⦿

   ☑ #03 Employee Test Stream (Cloud Loop)   ⦿

   ☑ Matt On Prem Stream -   ⦿

CREATE CAMERA GROUP

How to Edit a Camera Group

1. Navigate to the Device Map from your Search (https://search.flocksafety.com/search) or Hotlist (https://hotlist.flocksafety.com/) page.

2. Click on the pencil icon next to the group you want to Edit and click on 'Edit Name'

3. A drop-down will appear, prompting you to name the camera group, enter the group name and click 'Save Name'.

Editing Devices in the Group

1. Navigate to the Device Map from your Search (https://search.flocksafety.com/search) or Hotlist (https://hotlist.flocksafety.com/) page.
2. Click on the pencil icon next to the group you want to Edit and click on 'Edit Cameras'
3. The devices belonging to your group will be highlighted green on the map. Please click on the devices you want added or removed directly on the map, or edit from your devices listed below the Camera Group section.
4. Click 'Save Camera Group' once you have made your changes.
5. The device number next to your group name will update according to the new number of devices you have selected for this group.

How to Delete a Camera Group

1. Navigate to the Device Map from your Search or Hot List page.
2. Click on the pencil icon next to the group you want to Delete.
3. A confirmation message will appear asking if you'd like to delete the group. Please note, once the group is deleted, you will be unable to restore it.
4. Click Delete.

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Anatomy of a Search Result Image Card

After you run a search, your results will include any *image cards* **that matched the parameters of your search.** There are special actions you can take within individual image cards, as well as key places within the cards to find information.

Included below are descriptions of these actions and identifiers:

Details

Image
- Visual snapshot taken by the camera. Will typically include vehicle, license plate, and any other identifying information picked up by our vehicle fingerprinting technology.
  - Flock Safety will intuitively select the best photo of the vehicle, though others may be stored in the cloud system.

Description
- Includes details and data around the vehicle captured in the image card. This includes plate number, date and time of photo, camera that captured the image, and how many times this vehicle/plate has been seen in the past 30 days.

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Plate	**GA RVJ5701**
Date	**12/13/2021, 11:09:28 AM**
Camera	**#01 - Sharif's Yard Cam**
Seen	**14 times in the last 30 days**

Actions

More Details

- This option will reveal additional details about the image card, including body, make, color, and other identifiers.

\+

Download Images

- Allows you to download this image, and any other available images of this specific vehicle, into a single file.

Full Screen

- Expands the image card snapshot to fill your entire browser window.
- You can alternatively click directly on the image card as well to activate full screen mode.

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⌞ ⌝

Advanced Actions

Advanced Actions can be accessed by selecting the 3 dot icon ⋮ in the right-hand corner of the image card.

This will reveal additional options, including:

Flag
- Selecting this option alerts our developers if details and identifiers attributed to an image card are incorrect!
- You won't see any immediate updates reflected for your search results, but it does help our machine learning improve for future searches.
  - Learn more about flagging images (https://help.flocksafety.com/en/article/what-does-the-yellow-hazard-symbol-next-to-a-photo-indicate) in our Search FAQ guide.

Visual Search
- Feature specific to Law Enforcement Personnel. Law Enforcement can learn more about this feature within the Visual Search (https://help.flocksafety.com/en/article/using-visual-search) guide.

Lookup
- Feature specific to Law Enforcement Personnel. Law Enforcement can learn more about this feature within the National Lookup (https://help.flocksafety.com/en/article/using-national-lookup) guide.

Exclude Plate
- Selecting this option will exclude this plate/vehicle from your search.
- If you need to include this vehicle in search results again, you can remove it from the plate filters on the left-hand side of the Search tool. Just click the red "x" on the plate listed under Excluded Plates.

More Like This

- Redirects to show others results that contain the same vehicle build, color, and/or make as the originally selected vehicle.

Request Additional Footage

- Submits a request to see all other captured images of this vehicle at the given search time. Learn more about requesting additional footage (https://help.flocksafety.com/en/article/how-can-i-request-additional-images-for-a-specific-search-hit) in our Search FAQ guide.
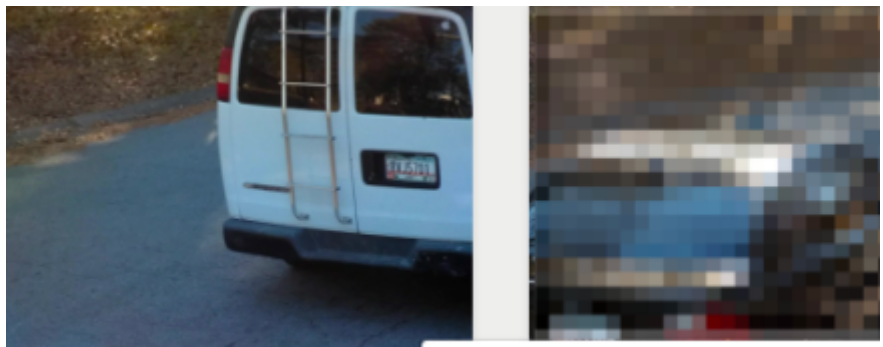

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Using Vehicle Description Alerts

Automate investigative leads. Vehicle Description Alerts use Flock's vehicle fingerprint technology to send notifications when vehicles matching a specific set of filters criteria pass a Flock camera.

Note

Vehicle Description Alerts is only available to users with the permission on their role along with Hot List access.

Read more about roles and permissions: Using Roles to Assign Permissions (https://help.flocksafety.com/en/article/using-roles-to-assign-permissions)

Here's how to start using saved search:

1. **Visit the Vehicle Description Alerts (https://hotlist.flocksafety.com/vehicleDescriptionAlerts) page**
   Ensure that you have permission enabled for your role.
2. **Create or edit a Vehicle Description Alert**
   Click on the Add button in the top right to create a new alert. Click on the vertical ellipses ⋮ > Edit to update an existing vehicle description alert. Fill in the filters for vehicles to alert, choose a timeframe for your alerts, and set an audience
   a. Note- You can only set alerts for up to 10 devices.

3. **Monitor Hot List (https://hotlist.flocksafety.com/) for alerts**
   Saved vehicle description alerts will appear alongside Hot List hits.

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Flock Safety + Oakland PD

————————————

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

————————————

MAIN CONTACT:
Kyle Egkan
kyle.egkan@flocksafety.com
7144690389

Created Date: 08/18/2023
Expiration Date: 11/17/2023
Quote Number: Q-37356
PO Number:

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Budgetary Quote
This document is for informational purposes only. Pricing is subject to change.

Bill To:	455 7th St Oakland, California 94607	Ship To:	455 7th St Oakland, California 94607

Billing Company Name:	Oakland PD	Subscription Term:	36 Months
Billing Contact Name:		Payment Terms:	Net 30
Billing Email Address:		Retention Period:	30 Days
Billing Phone:		Billing Frequency:	Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$900,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	300	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	125	$81,250.00
Professional Services - Advanced Implementation Fee	$1,900.00	40	$76,000.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	135	$20,250.00

Subtotal Year 1:	$1,077,500.00
Annual Recurring Subtotal:	$900,000.00
Estimated Tax:	$0.00
Contract Total:	$2,877,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$1,077,500.00
Annual Recurring after Year 1	$900,000.00
Contract Total	$2,877,500.00

*Tax not included

Billing Schedule	Amount (USD)

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera