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Cc: [Holly Charléty](#); [Karen Pinkos](#)
Subject: Supplemental Material for Item #8A
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Attachments: [CA - El Cerrito PD - Upload for Legal Review - \(Flock 4.15.26\) clean.docx](#)
[Flock Safety Policy for Responding to Legal Process for Customer Data \(External Copy\).pdf](#)

Agenda Item #8A

Paul Keith, Chief of Police

April 21, 2026

Good morning, Mayor and Councilmembers,

Staff have been negotiating with Flock Safety since early March 2026 on a new proposed Master Services Agreement between the City of El Cerrito and Flock Safety. The attached proposed agreement represents the outcome of that negotiation, reviewed by our legal counsel yesterday, April 20, 2026.

This Master Services Agreement would represent a new agreement for the provision of license plate reader services with Flock Safety. Council has the option of deciding to enter into a new agreement with Flock Safety, instead of renewing the existing agreement. The new proposed agreement has important changes, compared to the City's existing agreement. The changes are outlined below.

Section #1 – Definitions

The new agreement updates definitions.

Section #4.3 – Unauthorized Sharing

This language acknowledges Flock Safety's role in preventing unauthorized access, disclosure, or use of City data. It also specifies how Flock Safety will share data, if legally compelled, as outlined in the attachment, "Policy for Responding to Legal Demands for Customer Data." In the event that Flock causes an unauthorized sharing event, Flock agrees to pay a penalty to the City in the sum of Thirty-Four Thousand Five Hundred Dollars (\$34,500) for each violation. This penalty does not apply to disclosures made pursuant to lawful processes, emergencies, or regulatory compulsion, or as a result of circumventing Flock Safety's controls.

Section #7.2 – Termination

This section outlines the period for Flock Safety to remove installed cameras at the conclusion of the agreement, sixty (60) days. If Flock Safety does not remove cameras within sixty (60)

days, the City would have the right to remove the cameras. This section also describes the circumstances under which the City or Flock Safety can terminate this agreement. Importantly, the City can terminate this agreement due to a violation of the law, however this does not relieve the City of the obligation to pay for the agreement in full.

Section #7.3 – Survival

This section outlines the sections of the contract that will survive termination. Importantly, Section 4 survives termination, meaning that Flock Safety will remain obligated to prevent unauthorized access of City data after termination and will be responsible for paying penalties in the event of an unauthorized sharing event.

The City Attorney's Office has reviewed and approved this proposed agreement. It represents a compromise between Flock Safety and City Staff. It creates a financial incentive for Flock Safety to protect City data from unauthorized access. It also allows for termination of the agreement if Flock Safety violates the law.

This information will be added to the agenda for the April 21, 2026, Council Meeting as supplemental materials. The proposed agreement is attached.

Regards,

Paul Keith
Chief of Police
El Cerrito Police Department
(510) 215-4410

Master Services Agreement

This Master Services Agreement (this “**Master Services 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**”). The Agreement is effective as a binding agreement between the Parties as of the Effective Date.

1. DEFINITIONS

- 1.1. “**Agreement**” means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, and each Order Form, each of which is incorporated by reference herein.
- 1.2. “**Applicable Law**” means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party’s performance of its obligations under this Agreement.
- 1.3. “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.
- 1.4. “**Confidential Information**” means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party’s possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.
- 1.5. “**Customer Data**” means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (e.g., images, audio, and/or video) and the metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer’s direction.
- 1.6. “**Customer Hardware**” means the third-party hardware owned, or otherwise provided, by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.

- 1.7. “**Customer Implementation Guide**” means the terms and conditions related to implementation located at <https://www.flocksafety.com/implementation-guide>.
- 1.8. “**Effective Date**” means the date this Master Services Agreement is executed by both Parties.
- 1.9. “**Feedback**” means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.
- 1.10. “**Flock Software**” means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.
- 1.11. “**Flock Hardware**” means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.
- 1.12. “**Flock Property**” means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock’s Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock’s technology, patents, trade secrets, trademarks, proprietary methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.
- 1.13. “**Flock Services**” means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.
- 1.14. “**Force Majeure Event**” means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.
- 1.15. “**Order Form**” means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.
- 1.16. “**Permitted Purpose**” means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
- 1.17. “**Reinstall Fee Schedule**” means the fee schedule set forth at <https://www.flocksafety.com/reinstall-fee-schedule>.
- 1.18. “**Retention Period**” means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.
- 1.19. “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.

2. ACCESS AND USE

- 2.1. Provision of Access.** Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.
- 2.2. Authorized End Users.** 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 Flock's prior written permission. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.
- 2.3. Access and Use Restrictions.** Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Property, except as specifically permitted under the Agreement. Use of, or access to, Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, and Flock is entitled to injunctive relief to prevent such violation. In the event of a violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "**Service Suspension**").

Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

3.1. 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**”).

3.2. Service Disruptions. Flock Services may be disrupted in the event that: (a) Flock’s provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock’s provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance (“**Service Disruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer’s direct actions or omissions (or those of parties associated with Customer), the term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer’s sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

4. DATA USE AND LICENSING

4.1. Customer Data. As between Flock and Customer, all right, title, and interest in and to Customer Data belong to and are retained by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock’s products and services. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. To the extent any Customer Data constitutes Personal Information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policy set forth at <https://www.flocksafety.com/legal/privacy-policy>.

4.2. Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property

exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

4.3. Unauthorized Sharing. Flock acknowledges the importance of protecting the integrity and security of Customer Data and maintains appropriate technical and organizational safeguards designed to prevent unauthorized disclosure, access, or use of Customer Data ("**Unauthorized Sharing**"). Flock shall comply with its Policy for Responding to Legal Demands for Customer Data (the "**Customer Data Policy**"), attached hereto as Attachment "**A.**" Flock shall not disclose, enable access to, or otherwise make available any Customer Data to any unauthorized person or entity, except: (a) where required by applicable law, regulation, subpoena, warrant, or court order, and only in accordance with the Customer Data Policy; (b) in response to an exigent or emergency request consistent with Flock's Evidence Policy and applicable law; or (c) with Customer's prior written consent. Access to Customer Data by individuals deputized or seconded to a federal task force, or by federal personnel embedded within a state or local agency, shall not constitute an Unauthorized Sharing under this Section where (i) such individuals are acting under the control, supervision, or credentials of the Customer or another state or local agency with authorized access approved by Customer; and (ii) access to Customer Data that is initiated, authorized, or facilitated by Customer, including Customer's acceptance of a sharing request or participation in a Lookup tool via the user interface, shall likewise not constitute an Unauthorized Sharing. In the event Flock causes an Unauthorized Sharing, Flock shall pay to Customer, as a penalty, the sum of Thirty Four Thousand Five Hundred Dollars (\$34,500) per Violation. For purposes of this Section, a "**Violation**" means a single, discrete act or incident of unauthorized disclosure or access resulting from Flock's conduct, irrespective of the volume or number of records, cameras, or data elements involved in that same act or incident. The Parties acknowledge and agree that (i) this penalty is intended to serve as a deterrent to unauthorized sharing of Customer Data, by Flock; (ii) this Section does not apply to any disclosure made pursuant to lawful process, emergency, or regulatory compulsion, or as a result of circumvention of Flock's controls, and (iii) the penalty set forth herein constitutes Customer's sole and exclusive remedy for any such Unauthorized Sharing.

5. CONFIDENTIALITY. Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); and (d) as required by law, including any direct and valid court order, subpoena for the specific Confidential Information, or other valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, all Confidential Information will be returned to the disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof.

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. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of 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 the Flock Services 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. Customer shall direct all queries regarding billing or payment concerns to billing@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.

6.2. Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.

6.3. 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 amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient, valid tax exemption certificate authorized by the appropriate taxing authority. 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. This Master Services Agreement will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein. Unless otherwise indicated on the Order Form, the subscription term of the Order Form shall be tied to the first installation of Flock Hardware, as applicable.

7.2. Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove at its sole cost and expense any applicable Flock Hardware within sixty (60) days. If Flock does not accomplish removal within this sixty (60)-day period, Customer shall have the right (but not the obligation) to disconnect, uninstall, and remove the Flock Hardware for storage at a Customer designated facility. Flock shall be responsible for all of Customer's cost and expenses incurred for removal and storage completed by Customer. Either Party may terminate this Agreement effective

upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.. .

7.3. Survival. The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Manufacturer Defect. Upon a malfunction or failure of Flock Hardware (a “**Defect**”), Customer must notify Flock’s technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and Flock shall use commercially reasonable efforts to repair or replace, in Flock’s sole discretion, the defective Flock Hardware at no additional cost to Customer.

8.2. Flock Representations and Warranties. Flock represents and warrants to Customer that (a) the Flock Services, when used properly and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Flock makes no warranty to the extent that such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment provided by Customer or any third party that could have been avoided by use or access of the Flock Services without such data, software, or equipment, or (ii) any breach of an agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on behalf of Customer; (b) Flock’s personnel will perform the Flock Services in a professional and workmanlike manner; and (b) Flock’s personnel performing the Flock Services will be trained and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

8.3. Customer Representations and Warranty. Customer represents and warrants to Flock that Customer shall use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law.

8.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement

on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5. Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK 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 FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

9. LIMITATION OF LIABILITY. FLOCK'S CUMULATIVE, AGGREGATE LIABILITY IN CONNECTION WITH, OR ARISING IN ANY WAY OR IN ANY DEGREE FROM, THE AGREEMENT, FROM THE FLOCK SERVICES, OR OTHERWISE FROM THE ACTS OR OMISSIONS OF FLOCK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FLOCK IN THE TWELVE (12) MONTHS BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; ADDITIONAL OVERHEAD AND PAYROLL; LOST PROFITS OR BUSINESS OPPORTUNITIES; LOSS OF DATA; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

10. FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK HARDWARE)

10.1. Flock Hardware. Unless Flock does not remove the Flock Hardware upon termination as provided in section 7.2 above, 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 while the Agreement remains in effect, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Notwithstanding the foregoing, in the event of an emergency or imminent threat to persons or property, Customer may temporarily remove or relocate the affected Flock Hardware, provided that Customer (i) takes reasonable care to avoid damage, (ii) promptly notifies Flock of

the removal/relocation, and (iii) makes the Flock Hardware available for reinstallation by Flock as soon as practicable. 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 immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, 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 associated with each Order Form (each, a "**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. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.

10.3. Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. 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.

10.4. Replacements In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

10.5. Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or 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 the Agreement, Flock shall have the right to cease work immediately. Flock shall not cause any hazardous materials to be present or spill onto Customer property.

11. MISCELLANEOUS

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

11.2. Assignment. Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise

permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.

- 11.3. Entire Agreement.** The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless signed by Customer and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. 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.
- 11.4. Relationship.** The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.
- 11.5. Governing Law; Dispute Resolution.** The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a "**Dispute**") shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflicts of laws principles. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures with the cost to be equally shared by the Parties before resorting to litigation. The Federal District Court in the State of California will be the exclusive venue for any resolution of any Dispute. If the Federal District Court in the State of California does not have subject matter jurisdiction, California state courts shall be the exclusive venue for any resolution of any Dispute. The Parties hereby

submit to and consent irrevocably to the jurisdiction of such court for these purposes.. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

- 11.6. Publicity.** Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.
- 11.7. Feedback.** Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.
- 11.8. Export.** Customer may not remove or export from the United States or allow the export or re-export of Flock Property 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 Flock Services, Flock Hardware, and documentation are "commercial items" 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 the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.
- 11.9. Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 11.10. Conflict.** To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included ("**Special Terms**"). To the extent that any terms of this Master Services Agreement are inconsistent or conflict with the Special Terms set forth in any Order Form, the Special Terms shall control.
- 11.11. Notices.** All notices under the 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, if sent by certified or

registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.12. Non-Appropriation. All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination, and non-appropriation shall not be based on discretionary budget decisions or operate as a termination for convenience right.

11.13. Construction. When used in the Agreement, "including" means "including without limitation."

11.14. Force Majeure.

11.14.1. If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section

11.14.2. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.

11.15. Third Parties. Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.

11.16. Waivers. No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.

11.17. Execution. In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

Each Party is signing the Agreement on the date stated below that Party's signature.

FLOCK GROUP, INC.

Customer: CA - El Cerrito PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number:

EXHIBIT A
INSURANCE

- 1. Required Coverage.** Flock shall procure and maintain for the duration of the 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 the 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 the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of 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 the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.
- 2. Types and Amounts Required.** Flock shall maintain the following insurance coverage for the duration of the Agreement:

 - (a) Commercial General Liability** insurance written on an occurrence basis with 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, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;
 - (b) Workers Compensation** insurance in accordance with statutory limits;
 - (c) Professional Liability/Errors and Omissions** insurance with limits of Five Million Dollars (\$5,000,000) each claim and in the aggregate;
 - (d) Commercial Automobile Liability** insurance with a 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
 - (e) Cyber Liability** insurance written on a per claim basis with limits of Five Million Dollars (\$5,000,000).

Flock Safety Policy for Responding to Legal Demands for Customer Data

Overview

Flock Safety is committed to honoring our contractual obligations to our customers to protect the integrity and privacy of customer data, in compliance with all federal and state laws.

When Flock is confronted with requests for information, Flock always:

- analyzes the source of the request, the context, and legality;
 - notifies and works with the affected customer, when allowed by law; and
 - responds when a court orders Flock to provide data.
-

Methods of Service

As a threshold matter, Flock will analyze if the requesting party properly served Flock with legal process. Flock has established protocols in our [Evidence Policy](#) by which we will accept legal process from law enforcement; all other entities must comply with traditional methods to effectuate legal service of process in order to compel a response from Flock.

Preservation

If Flock determines that it has been properly served with legal process, Flock will evaluate whether to place a temporary hold to preserve the requested data while it performs the process outlined below.

Notification

In strict adherence to [Flock's Privacy Policy](#), we will use reasonable efforts to provide notice to the customer(s) whose data is the subject of the legal demand ("affected customer") when legal demands are received, unless we are explicitly prohibited from doing so by law. Flock

Last Updated March 16, 2026

will notify customers when any such data is sought in response to required disclosures from government, law enforcement, or third parties. Flock will give customers seven calendar days to pursue any legal remedy to challenge the legal demand. Notice may be reasonably withheld if prohibited by law or if Flock believes that such notice may pose immediate risk of serious injury or death to a member of the public.

Process

Court Ordered Demands

Flock will convey to the requesting agency that data is owned exclusively by the affected customer and will request that the legal process be redirected to the affected customer.

Flock's policy is to respond to compulsory legal demands that Flock determines, in good faith, are not overbroad and appear relevant to a legitimate purpose.

Flock carefully reviews all submissions to ensure that there is a valid legal basis for each request. If any request is considered to be unclear, inappropriate, over-broad, or without legal basis, Flock reserves the right to challenge or reject such request.

Compulsory Process - Customer and Flock Object

Should Flock—or when able to be notified, Flock jointly with the affected customer—have a good-faith legal objection to a properly served compulsory legal demand, Flock may initiate formal judicial review. Flock will comply with any final judicial decision.

Compulsory Process - Only Customer Objects

Once Flock communicates the request and coordinates with the affected customer, should the affected customer and Flock disagree about the legality of a properly served compulsory legal demand, the affected customer—without the assistance of Flock—may pursue any legal remedy to challenge the legal demand. Flock will comply with any judicial stay or order in proceedings initiated by the affected customer. Flock will comply with any final judicial decision.

In the absence of a timely request for judicial intervention by the affected customer, Flock will comply with the compulsory legal demand as specified in the legal demand and/or in compliance with state and federal law, if the terms of compliance are not specified.

Legal Requests

Upon receipt of a non-compulsory legal demand or an administrative subpoena—unless prohibited by law—Flock will inform the affected customer. Flock will convey to the requesting agency that data is owned exclusively by the affected customer and will request that the legal process be redirected to the affected customer. In consultation with counsel for the affected customer, Flock will decide whether to comply with the request or if there is a good faith reason for non-compliance.

Non-Compulsory Process - Customer Does Not Object

Once Flock communicates the request and coordinates with the affected customer, should the affected customer determine that it does not have an objection to compliance with the agency's request, Flock will notify the requesting agency so that the requesting agency may seek the requested data directly from the affected customer. The affected customer can provide the requesting agency with the responsive documents.

Non-Compulsory Process - Customer and Flock Object

Once Flock communicates the request and coordinates with the affected customer, should Flock and the affected customer jointly decide not to comply with the request without judicial enforcement, Flock will notify the requesting agency in writing of that determination. If the agency responds with a compulsory legal demand, Flock will follow the policy for compulsory legal demands as outlined above.

Emergencies and Exigent Requests

Flock reserves the right to respond immediately to urgent law enforcement requests for information as outlined in our [Evidence Policy](#). Flock notifies a customer after disclosing data in response to an emergency request except in certain circumstances, such as when Flock is prohibited from doing so by law.



FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: City of El Cerrito Legal Entity Name: City of El Cerrito	Contact Name: Paul Keith
Address: 10900 San Pablo Ave El Cerrito, California 94530	Phone: 510-215-4425 E-Mail: pkeith@ci.el-cerrito.ca.us
Expected Payment Method: Invoice/Check	Billing Contact: (if different than above)

Initial Term: 36 months Renewal Term: 12 months	Billing Term: Annual payment due Net 90 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	30.00	\$10,500.00
Professional Services - Advanced Implementation Fee	\$750.00	10.00	\$7,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	40.00	\$100,000.00
Flock Safety Advanced Search	\$3,500.00	40.00	\$3,500.00

Subtotal Year 1:	\$121,500.00
Subscription Term:	36 Months
Annual Recurring Total:	\$103,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$328,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

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

FLOCK GROUP, INC.

By:

DocuSigned by:
Mark Smith
AC5C931454C24F3...

Name: Mark Smith
Title: General Counsel
Date: 3/29/2023

Agency: City of El Cerrito

By:

DocuSigned by:
Karen Pinkos
201F0EAAF6634BB...

Name: Karen Pinkos
Title: City Manager
Date: 3/27/2023
Attest:

DocuSigned by:
HCharlety
F741004CB417415...

Name: HCharlety
Title: City Clerk
Approved as to form:

DocuSigned by:
Sky Woodruff
75E1F4122B70451...

Name: Sky woodruff
Title: City Attorney

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the City of El Cerrito identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service 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 by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, 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 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

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

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, 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.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**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.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**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.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services 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 Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface.

Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (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 any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP 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, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware.

Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency'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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency 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 Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the 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 Agency 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 Agency's direct actions or by

the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with

respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency 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 tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency 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 Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock’s price for its services under this Agreement does not contemplate work in any areas that contain 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 in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency’s prior written consent (“**Special Terms**”). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock’s products or services to its agencies, (b) the competitive strength of, or market for, Flock’s products or services, (c) 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 materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End

Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the 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 video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the 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 will a Party apply less than reasonable precautions to protect such Proprietary Information, 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. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. 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. For clarity, 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: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order. Flock agrees to provide agency with notice of such access, use, preservation and/or disclosure prior to release (where commercially reasonable).

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, 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 Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to

monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock ninety (90) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (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.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early

termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, 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. Either Party may terminate this Agreement, without notice, (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. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock

Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 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.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. 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 OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Before beginning any work under this Agreement, Flock, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the

work hereunder by Flock and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Flock shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Flock shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Flock's bid. Flock shall not allow any subcontractor to commence work on any subcontract until Flock has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Flock shall maintain all required insurance listed herein for the duration of this Agreement.

Workers' Compensation. Flock shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Flock. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Flock may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Flock, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

Commercial General and Automobile Liability Insurance.

General requirements. Flock, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Flock; or automobiles owned, leased, hired, or borrowed by Flock
- c. For any claims related to this Agreement or the work hereunder, Flock’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Flock’s insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.

Professional Liability Insurance.

General requirements. Flock, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Flock must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning any work under this Agreement, Flock shall furnish City with complete copies of all policies delivered to Flock by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to Flock beginning work, it shall not waive Flock's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

Deductibles and Self-Insured Retentions. Flock shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or Flock shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Flock hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Flock agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by Flock, its employees, agents, and subcontractors.

Subcontractors. Flock shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Remedies. In addition to any other remedies City may have if Flock fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Flock's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Flock to stop work under this Agreement or withhold any payment that becomes due to Flock hereunder, or both stop work and withhold any payment, until Flock demonstrates compliance with the requirements hereof; and/or
Terminate this Agreement.

7.6 Compliance with all Applicable Laws; Nondiscrimination. Flock shall comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of this Agreement. Flock shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state, or federal laws or regulations.

7.7 Prevailing Wage.

A. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Flock or by any subcontractor shall receive the wages herein provided for. Flock shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by Flock to each worker.

B. An error on the part of an awarding body does not relieve Flock from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The Agency will not recognize any claim for additional compensation because of the payment by Flock for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by Flock.

C. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, Flock shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

7.8 **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, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), 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 ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (C) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (D) FOR CRIME PREVENTION; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED

WITH ALL OTHER CLAIMS, EXCEED TWICE THE FEES PAID AND/OR PAYABLE BY AGENCY 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 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Non-Liability of Officials, Employees, and Agents. No officer, official, employee or agent of agency shall be personally liable to Flock in the event of any default or breach by Agency or for any amount which may become due to Flock pursuant to this Agreement.

8.3 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.4 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to

monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to 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). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice prior to release (where commercially reasonable).

10.2 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.

10.3 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.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, 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 Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. 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.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor. Flock does not have any authority of any kind to bind Agency to any contracts or obligations in any respect whatsoever.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of

which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency 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 agency 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.

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

10.10 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.

10.11 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, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

10900 SAN PABLO AVE.
EL CERRITO, CA 94530
ATTN:CHIEF OF POLICE
EMAIL: pkeith@ci.el-cerrito.ca.us



Outlook

[UNKNOWN SENDER] Flock Contract on agenda for 4/21/26

From judith green <[REDACTED]>

Date Thu 4/16/2026 2:10 PM

To City Clerk <cityclerk@elcerrito.gov>

Cc Judith C Green [REDACTED]

To City Council Members,

I have been an El Cerrito resident for over 25 years and a homeowner for almost as long. I am writing to request that the discussion of the renewal of the Flock contract be delayed for a minimum of 30 to 60 days. I have spoken to many of my neighbors about this issue. Until I did so, no one was aware that El Cerrito even had Flock cameras taking photos of their cars as they drive around the city. This is a serious matter that requires awareness of El Cerrito residents prior to any decision by the City Council.

Thank you for your consideration of my request.

Judith C. Green

[REDACTED]
El Cerrito, CA 94530

Public Comments –agenda item Flock camera contract

From Randi Jimenez <[REDACTED]>
Date Fri 4/17/2026 9:49 AM
To City Clerk <cityclerk@elcerrito.gov>

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Good evening Mayor and Councilmembers,

I oppose renewing the City's contract with Flock Safety.

There is a camera just a few houses from my home. Knowing it is there has changed how I move through my own neighborhood. I feel surveilled in a place where I should feel at ease.

When I contacted the Police Chief about relocating or removing the camera, I was told the camera was installed after a 2023 incident and due to concerns about people coming from Richmond. It would not be moved because of the likelihood of criminals coming from Richmond. I do not want to live in a community where surveillance is justified by suspicion of neighboring communities. I trust my neighbors. This approach risks normalizing profiling, and if we apply that lens outward, it can be turned inward.

El Cerrito is also facing a significant budget deficit. Programs that directly benefit residents are being cut. This contract is a straightforward place to reduce spending. I would rather see those funds support parks, green spaces, and community events that bring people together, not a system that treats everyone as a potential suspect.

There are also concerns about data access and oversight, especially given reports that outside agencies have accessed this system without local knowledge.

This technology changes behavior, erodes trust, and expands surveillance in ways that are difficult to reverse.

Please do not renew this contract.

Thank you.
Randi Jimenez, PhD

Public Comments – Agenda Item #8A (Flock Contract)

To: El Cerrito City Council <cityclerk@elcerrito.gov>

From: Concerned Residents of El Cerrito

Re: Public Comments – Agenda Item #8A (Flock Contract)

We are your neighbors and constituents. We have come together in the last year out of a common and urgent concern to protect our democracy from the obvious authoritarian threats at the national level, and to maintain and protect our local community. This is a time when local governance can really make a difference in light of dangers at the federal level. Your job is so important, as are our voices. We write regarding the El Cerrito Police Department's proposal to renew the contract with Flock for license plate surveillance.

We urge you: **on April 21, do not vote to renew the Flock contract.** We think that after hearing from your community as well as perhaps, outside and unbiased experts, you will choose not to renew the contract. However, the first step is to require more consideration. On April 21, give yourselves and us more time by not voting to renew the contract.

Legal and Financial Concerns

Across the country, community members and experts are raising alarms about the integrity of Flock as a company, the security of their cameras, the inability of municipalities to protect their local data from federal agencies, and many documented misuses of the technology.

For example, as described by Police Chief Keith and detailed in the Complaint in the lawsuit currently pending against Flock Group Inc. in the Northern District of California at paragraph 115, El Cerrito's data was released to two federal agencies AFTER Flock assured El Cerrito that its settings prevented just such a release. **These breaches violated California law.**

Cities across the Bay Area — including Mountain View, Richmond, and Santa Cruz — have paused the use of Flock or even cut ties with the company after learning that **license plate reader data was illegally shared** with law enforcement agencies outside of their jurisdictions. These cities are part of a nationwide trend including Eugene, Oregon; Olympia Washington; and Ithaca, New York.¹

¹ See deflock.org for a complete list of U.S. communities that have parted ways with Flock.

Flock raises serious constitutional questions at the State and Federal level. The City of San Jose, its Mayor, and its Police Chief have been sued by SIREN and CAIR in Santa Clara County Superior Court in a lawsuit alleging San Jose's use of Flock cameras is unconstitutional under the Constitutions of California and the United States. El Cerrito can ill afford the risk of continuing to use Flock cameras should their use be found to be unconstitutional.

At least one court has held that Flock camera data is a public record subject to public records requests², and, that ruling caused at least one city to deactivate its Flock cameras in part due to fear of the costs of responding to public records requests. It was also a public record request that led Mountainview to shut down their Flock cameras.³ As public concern about the use of Flock grows, El Cerrito can expect public records requests that will be expensive to respond to or fight. This technology opens El Cerrito to lawsuits and costs that will undermine the diligence you have done to return El Cerrito to a sound financial condition.

The City Council has worked hard to put the City on a firm financial footing. Do not put that stability at risk by continuing to contract with a company that exposes us to these risks.

Flock is an untrustworthy vendor

There is mounting evidence that the company's privacy practices pose serious risks to civil liberties: Flock has provided ICE with data despite sanctuary policies⁴, stolen millions of data points, and its CEO is well-documented for lying to communities.⁵ Flock stores info in a searchable database, allowing for unethical real-time and historical tracking of residents.⁶

Youtubers have accessed Flock-provided cameras.⁷ Flock wants people to think that it is a reliable technology company that partners with local governments and municipalities to make them safer. However, experience has shown that they cannot keep the information they collect private, they have repeatedly allowed information to be shared when it should *not* be, and their

²<https://www.king5.com/article/news/community/facing-race/washington-immigration/eve-rett-shuts-down-flock-cameras-judge-rules-footage-public-record/281-53d8693e-77a4-42ad-86e4-3426a30d25ae>

³ <https://therecord.media/california-city-turns-off-flock-cameras-unauthorized-sharing>

⁴<https://immpolicytracking.org/policies/reported-ice-accessing-flock-automated-license-plate-reader-cameras-via-local-law-enforcement/>

⁵ <https://www.aclu.org/news/privacy-technology/flock-ceo-goes-ballistic>

⁶<https://data.aclu.org/2025/10/07/flock-gives-law-enforcement-all-over-the-country-access-to-your-location/>

⁷ <https://www.youtube.com/watch?v=uB0gr7Fh6lY>

equipment is vulnerable to use by anyone with fairly limited skills. Their cameras have been shown to be easily hackable, in which case *anyone* can then access the data being collected.

El Cerrito cannot afford to partner with a company that is so unreliable. City Council and the police department have worked hard to reduce crime in El Cerrito and keep us safe. Flock has repeatedly violated the trust that you have placed in it.

Uphold sanctuary and justice

El Cerrito is a sanctuary city, and Chief Keith says he fully intends to uphold that our police department does not collaborate with ICE. We are proud of our city's policy and grateful for leadership that upholds it. However, due to Flock's repeated failures and a system that incentivizes sharing of data, ECPD cannot ensure that our data stay within the areas they specify. **ICE, Secret Service, and The U.S. Navy all confirmed access to Flock's network in October, 2025.**⁸

Further, under the Foreign Intelligence Surveillance Act (FISA) of 1978, a federal court (called a FISA Court) may authorize warrants to collect information *without* any public record. These warrants are executed without any knowledge of the public. Only the number of warrants issued must be reported. Because Flock maintains El Cerrito's data on its servers, outside of El Cerrito's control, El Cerrito's Flock data could be the subject of a FISA warrant, and El Cerrito would never know. Flock has no obligation, in fact, is likely specifically prohibited from informing El Cerrito about such a warrant.⁹ Thus, **once any data has been collected, it is fundamentally out of El Cerrito's control and subject to being used by a wide variety of Federal and State government agencies without El Cerrito's knowledge.**

In the March 10 community meeting that we attended, Chief Keith twice gave the example of medical data, saying basically that technology is everywhere; it's like medical data: "You just kind of trust that people are using your data correctly." This comparison is problematic: the business model of a medical data system is to store and transfer personal data securely, whereas Flock's business model is to collect and share data **for the purpose of surveillance.**

These are just some of the concerns we have about Flock and its contract with El Cerrito. We are sure you agree that, at a minimum, this information warrants further research and listening.

⁸<https://www.business-humanrights.org/en/latest-news/usa-flock-safetys-alleged-involvement-in-mass-surveillance-by-federal-agencies-raises-privacy-and-due-process-concerns/>

⁹ https://en.wikipedia.org/wiki/Foreign_Intelligence_Surveillance_Act

You deserve time to listen to your constituents on this issue and give real consideration of the risks to the City and its citizens – from financial, to legal, to personal.

Can we count on you to take the time to consider this concerning information about Flock, hear your constituents, and make a decision that takes into account the current federal threats and our city's needs?

Signed:

El Cerrito Residents:

1. Katherine "Rin" Kimsey
2. Cindy McPherson
3. Tova Feldmanstern
4. Rebecah Kenny
5. Chris Rodriguez
6. James Ryder
7. Talia Davidow
8. Kristin Sangren
9. Eileen Hazel
10. Suzanne Balmaceda
11. Anna Lui
12. Katherine Bierce
13. Benjamin Pauw
14. Lily Virginia Kasir
15. Amelia Schmale
16. Rev. Joanna Lawrence Shenk
17. Ada Fung
18. Jiggy Geronimo
19. Gigi Singer
20. Purnell Davis III
21. Leah Jarvis
22. Katie Sell Fournier
23. Greyson Conant Brooks
24. Marguerite Owsley
25. Lisa Zimmer-Chu
26. Jegath Geronimo
27. Kyle Geronimo
28. Sonha Nguyen
29. Benjamin Emmert-Aronson

30. Yvan Iturriaga
31. Rachel Zuraw
32. Rhaiany Leon
33. Avra Goldman
34. Fatemeh Mizbani
35. Sherry Drobner
36. Katherine Plambeck
37. Dora Medrano Ramos
38. Jenn Tran
39. Ry Crawford
40. Leah Anne Carroll
41. Jacob Emmert-Aronson
42. Danielle Sheppard
43. Walter S Linsley
44. Shanti Leon Guerrero
45. Marie Arthur Eggebroten
46. Megan Steffen
47. Faisal Malik
48. Matthew Solomon
49. Katherine A Logan
50. KJ Dahlaw
51. Sonja Hernandez
52. Jennifer Chapman
53. Gretchen Singer
54. James Brown
55. Matt Dexter
56. janette Staubus
57. Vivien Wallis
58. Katie Fournier
59. Nick Fournier
60. Brianna Fairbanks
61. Rose M Stamm
62. James Coates
63. Sietse Braakman
64. Laura Palin
65. Tom Parks
66. Andrew Saelin
67. Holland Sherba

68. Elizabeth Magana
69. Olivia Liang
70. Louise B Halsey
71. Angelina Bustos
72. Monserrat Palabrica
73. Rebecca Rice
74. Katy Bruening
75. Eleonor Palabrica
76. Sewellyn Kaplan
77. Inca Arechiga
78. Ethan Smith
79. Allie Kregness
80. Beth Sauerhaft
81. Maggie Feuchter
82. Sandra Davis
83. Janet Evelyn Carter
84. Chelsea Walton
85. Leah Sanchez
86. Olesia Gordynsky Castuera
87. Yuko Matsumoto
88. Larry Mitchel
89. Victoria Yager
90. Eileen Hazel
91. Simrun Dhoot
92. Jenny Stevenson
93. Kimberly Theurich
94. Michael Balmaceda
95. Eric Lawrence Shenk
96. Serena Fisher
97. Leslie Adams
98. Kathleen Mascarenhas
99. Linda Novick
100. Anna Salnikova
101. Boris Krasnoiarov
102. Claire Levay-Young
103. Amber McChesney-Young
104. Rebecca Raikow
105. Steve Raikow

106. Berenice Monroy
107. Katherine Burgess
108. Radhika Gundechia
109. Megan Quirolo
110. Marcia Simonson
111. Donald Simonson
112. Christine W Dexter
113. Brittany Wheeler
114. Shaulnie Mohan
115. Melanie Proctor
116. Ryan Ansley

Non-Residents:

1. Amanda Ng
2. Charlotte Pratt
3. Maybelle Miranda
4. Sam Holtzman
5. Rev. Deborah Lee
6. Katharine Bierce
7. Haiganoush Preisly
8. Jeremiah Maller
9. Barry Preisler
10. Peter Bernhardt
11. Ashley James
12. Jennifer Krishnan
13. Sarah Ross
14. Nissa Brehmer
15. Melissa Hamel
16. Tamiko Panzella

Holly Charléty

Subject: FW: Renewal of Flock Camera Contract

From: President EC Chamber <president@elcerritochamber.org>

Sent: Thursday, April 16, 2026 2:21 PM

To: William Ktsanes <wktsanes@elcerrito.gov>; Lisa Motoyama <LMotoyama@elcerrito.gov>; Gabe Quinto <GQuinto@elcerrito.gov>; Rebecca Saltzman <rsaltzman@elcerrito.gov>; Carolyn Wysinger <CWysinger@elcerrito.gov>

Subject: Renewal of Flock Camera Contract

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Dear Mayor and Members of the City Council,

On behalf of the El Cerrito Chamber of Commerce, I am writing to express **qualified support** for the renewal of the Flock camera contract.

The Chamber recognizes the importance of public safety to a healthy business environment and understands that tools such as automated license plate recognition can play a role in deterring crime, supporting investigations, and enhancing coordination across jurisdictions.

At the same time, our Board of Directors engaged in a thoughtful discussion that reflected a range of perspectives within our business community. While we support the intent of this program, we also believe it is important that its implementation continues to reflect the values of transparency, accountability, and equity that are central to our community.

In particular, we encourage the City to:

- Ensure clear policies regarding **data access, retention, and sharing**, including explicit limitations on use by outside agencies
- Provide transparency around how data is used and safeguarded
- Continue evaluating the program's impact to ensure it does not contribute to **profiling or disproportionate impacts on communities of color**

We believe that with these considerations in place, the program can better serve both public safety goals and community trust.

The Chamber appreciates the City Council's leadership on this issue and looks forward to ongoing dialogue as the program evolves.

Sincerely,

Kevin O'Neal

President, [El Cerrito Chamber of Commerce](#)

Co-Owner of [Well Grounded Tea & Coffee Bar](#)

[Membership](#) | [Advertising](#) | [Newsletter](#) | [Shop Local](#) | [Directory](#)





Outlook

[UNKNOWN SENDER] Re: Public Comments – Agenda Item #8A (Flock Contract)

From Blanca Ornelas <[REDACTED]>

Date Fri 4/17/2026 7:00 PM

To City Clerk <cityclerk@elcerrito.gov>

I oppose flock cameras in every city in the state of California. Flock cameras do not guarantee they will work for the people, I do not trust them, and want them removed.

Respectfully,

Blanca Alicia Ornelas



Outlook

[UNKNOWN SENDER] Public Comments –agenda item #8A

From Tallis Moy <[REDACTED]>

Date Mon 4/20/2026 8:16 PM

To City Clerk <cityclerk@elcerrito.gov>

Hello,

My name is Travis Moy. I live in El Cerrito, near the El Cerrito Plaza BART station. I'd like to encourage you not to renew the Flock contract. I am not in principle opposed to public cameras and license plate readers, but do not believe Flock to be a trustworthy company, because of the lawsuit against Flock in SF which alleges that the SFPD's data was shared, against policy, with the federal government. While the statements made when El Cerrito's data audited purport that the data leakage to the US Postal Service was fixed, with the ongoing lawsuits, I simply do not trust Flock.

I would also like to note that Mountain View has declined to renew their Flock contract. If we do not renew it will not be the first city which has done so.

If in the future these lawsuits are resolved favorably I would not necessarily be against giving Flock a new contract at that time, but feel that as of now El Cerrito should not renew the contract.

Thank you,
Travis Moy



Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>

Date Tue 4/21/2026 10:20 AM

To City Clerk <cityclerk@elcerrito.gov>

This sender is trusted.

Submitted by: Amelia Schmale

Email Address: [REDACTED]

Commented on event: <https://elcerritoca.portal.civicclerk.com/event/932/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I'm an El Cerrito resident and I'm writing to voice my concern regarding agenda item 8A- renewal of Flock contract. I object to our city contracting with this notorious company. They are careless and incompetent at data privacy. The City needs to have our neighbors' privacy in mind when considering surveillance equipment, especially at this time when members of vulnerable groups are being targeted - immigrants, LGBTQ+, and those exercising their reproductive rights. I am open to other cameras for use in public safety but the data needs to be held in house at ECPD. Thank you.

Public Comments – Agenda Item #8a

From zoning-debug-thigh@duck.com <[REDACTED]>
Date Tue 4/21/2026 1:24 PM
To City Clerk <cityclerk@elcerrito.gov>

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Dear Councilmembers,

I am writing to express concerns about the information given to the City Council during the March 3rd meeting, when Chief Paul Keith reported the discovery of unauthorized access by federal and out-of-state agencies to the Flock Safety surveillance cameras currently installed around town. I do not feel you were provided with an accurate account of what happened in Mountain View. An egregious failure made by Flock is being wrongfully attributed to the Mountain View Police Department (MVPD) and downplayed as a simple configuration error. The explanation you received sounded more in line with how a Flock Safety representative would describe the situation than how a law enforcement officer who once told City Council that, “we have control over who we share our data with and we get to decide who gets to access our data,” only to discover a 3 month period where a company had control of our data and had decided to give nationwide access to it. Instead of downplaying the events, as the chief has decided to do, here is why Mountain View canceled their contract and the City of El Cerrito should as well because this is not simply, “Mountain View's issue.”

To be clear, this is not meant as an attack on Chief Keith. He has been serving El Cerrito since I was in the 8th grade at Saint John's, and I could not think of a better person to look after our community. That is why I was so concerned to hear Chief Keith describe the situation in a way that sounded more like a member of Flock Safety's PR department than how MVPD Police Chief Mike Canfield described it.

At the March 3rd meeting, Councilmember Wysinger expressed concerns that the city's partnership with Flock was a “slap in the face of our stance in regard to sanctuary cities,” and asked the Chief about why some cities had canceled their contracts with Flock and whether the loophole the Post Office had exploited had been patched. The Chief responded:

So I'm gonna try not to get too technical, but there were some cities like Mountain View. My understanding is that they have city policies that restrict their sharing to only within Mountain View and not outside of Mountain View, and they had activated a feature in the software that allowed them to share with the State of California in violation of city policies. So that's kind of Mountain View's issue. Other cities had similar experiences where it wasn't necessarily sharing with federal partners, but it was sharing unintentionally with state agencies that they didn't intend to share with.

This gives the impression that MVPD never intended to share its data and that, after configuring the system, MVPD mistakenly changed a setting that inadvertently allowed data sharing with other agencies—placing sole responsibility on MVPD.

None of this aligns with MVPD's own statements. They never intended to restrict all data sharing with other cities, and they were aware of how Flock system settings were supposed to function. They worked closely with Flock Safety representatives and were clear about their policies regarding data sharing, and they were assured those policies would be enforced. In a statement released by the City of Mountain View on January 30, 2025, they described what happened:

During the prior federal administration, from August to November 2024, several federal law enforcement agencies accessed Mountain View's Flock Safety ALPR system for one camera via a "nationwide" search setting that was turned on by Flock Safety. **This setting was enabled without MVPD's permission or knowledge...**Flock Safety did not retain records for that time period, which means the vendor cannot determine whether searches of Mountain View's data resulted in license plate information being shared.

...MVPD also discovered that a "statewide" search function was not operating within the system controls we established. This function allowed Flock Safety to enable access to California law enforcement agencies that had not been approved by MVPD for 29 of the City's 30 ALPR cameras. Once the MVPD identified this issue, the setting was immediately disabled on Monday, January 5...

This is a system failure on Flock Safety's part. MVPD has a policy and controls in place for the ALPR pilot. MVPD worked closely with Flock Safety during the outset of the program to design a model that strictly prohibited out-of-state data sharing and ensured that any agency receiving access to Mountain View's data was approved by the Police Chief or his designee.

<https://www.mountainview.gov/Home/Components/News/News/1203/284>

This is clearly a system failure on Flock Safety's part. MVPD had policies and controls in place and worked with Flock Safety to design a system that prohibited out-of-state data sharing and required approval for access.

Three days later, Police Chief Canfield announced the termination of their contract with Flock Safety, effective immediately:

The existence of access by out of state agencies, without the City's awareness, that circumvented the protections we purposefully built and believed were in place is frankly unacceptable to me and to the dedicated people of the MVPD. Furthermore, this vendor's lack of proactive disclosure is inconsistent with the standards the MVPD holds and the assurances we were given by the Flock team. I, in turn, gave assurances to the community that I now know were not grounded in the Flock system's actual practice.

<https://www.mountainview.gov/home/showpublisheddocument/12848/639056358569770000>

These statements had been publicly available for two full months before Chief Keith gave his report to the City Council. While it is commendable that Chief Keith spoke with the Chief of the Loma Linda Healthcare System Veterans Affairs Police regarding two searches of El Cerrito's cameras, broader reports of potential over-sharing appear to have been dismissed as simply a "Mountain View issue."

Even if Mountain View had intended not to share data at all, as Chief Keith suggested, that would mean they should not have been able to access El Cerrito's data. Yet they appear in El Cerrito's logs as having searched the system over 24,000 times, which should have warranted further scrutiny. Framing this as solely a "Mountain View issue" does not reflect MVPD's own statements and minimizes Flock's responsibility.

MVPD's full report can be found here: [link], and their City Council discussion here: [link]. I also want to highlight how Chief Canfield responded when asked a similar question:

So I don't know much about Woodside's program. In fact, I don't know anything about Woodside's program, their ALPR program. But what I do know is what I saw on the news, what I read in the news, and what I watched in their town council meeting was a completely inaccurate statement about our program from a Flock Safety representative who either didn't know anything about our program or completely provided false information. The program that we created had a policy in place, was

implemented in close partnership with Flock Safety and failed to perform in the manner in which they told us and they assured us that it would. (<https://youtu.be/UUH0SaCgKZg?t=7822>)

I believe the Flock Safety representative Chief Canfield referred to was Lily Ho, Flock Safety's Western Region Public Affairs Manager, Lily Ho. She was at Woodside's February 10th city council meeting accompanied by Sheriff Myers from the San Mateo County Sheriff's Office. When council member Jennifer Wall asked Lily Ho about Chief Canfield's statements that Flock had circumvented the protections they had put in place and what assurances Flock could offer to them that they wouldn't do the same thing in Woodside. Lily Ho responded by saying:

I don't believe that that's true. When the dates at question for Mountain View were done during August to November of 2024, this is when they were on a pilot program with Flock. They were not yet customers. They were testing out the product. They became customers in January and I assume that's when their policies fell into place. (https://youtu.be/DCr_zlZE5rw?t=6186)

MVPD had been evaluating Flock Safety since 2022 when they were granted a "view only" account to search Flock's ALPR data. In May of 2024 the city council approved a one-year agreement with Flock Safety for 24 cameras. The first camera was installed in August 2024. Flock Safety didn't install another camera until February of 2025. With 70% of cameras installed in May 2025 at the end of the first one-year contract and the final camera from the one-year agreement made in May 2024 being installed in January 2026. When MVPD discovered the unauthorized access to their cameras and spoke to Flock Safety representatives, presumably this didn't include Lily Ho, they said:

Staff talked with Flock Safety representatives and learned that Mountain View's system was not set up as intended. Rather, a "National Lookup" setting was enabled for three months from August to November 2024. It was later learned that a "Statewide Lookup" setting was also enabled from August 2024 until January 2026, unbeknownst to staff, before it was disabled by MVPD staff once they became aware of it. These settings allowed agencies outside and within California, respectively, to conduct searches without going through the City's process for granting access via explicit MVPD review and action. (<https://mountainview.legistar.com/View.ashx?M=F&ID=15262079&GUID=F6A5CD77-B3CC-44AA-A43D-307541338595#page=14>)

These two descriptions of events do not align. I am more inclined to believe the individual who openly acknowledged uncertainty before City Council, rather than someone who dismissed concerns using timelines that do not match documented reports. If multiple cities are experiencing similar issues, then this is clearly not just a "Mountain View issue."

Even if Flock's representative's claims were correct, the system still allowed data sharing with statewide, out-of-state, and federal agencies—something the customer did not intend. This raises serious concerns regardless of contract status or pilot program distinctions.

Between June 7, 2023, and August 4, 2023, the City of El Cerrito allowed a company to install surveillance cameras across town. During that time, those cameras were accessed more than 150,000 times by over 2,000 out-of-state and federal agencies. That happened, and someone is responsible. The City Council should not allow Flock or the El Cerrito Police Department to avoid accountability by claiming they lacked control over how the cameras were used. Nor should the City reward this by renewing a contract with Flock Safety or allow continued use of a system that was not properly monitored.

Hank

From: [No Reply](#)
To: [City Clerk](#)
Subject: Public Comment Submission
Date: Tuesday, April 21, 2026 4:46:08 PM

This sender is trusted.

Submitted by: Sevgi Fernandez

Email Address: [REDACTED]

Commented on event: <https://elcerritoca.portal.civicclerk.com/event/932/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Good evening Mayor and Councilmembers, My name is Sevgi Fernandez, and my family has been part of El Cerrito since the 1950s. I come before you tonight not only as a resident with deep roots here, but as someone whose family history understands firsthand the danger of surveillance when power is abused. My grandfather, Clark Kerr, was targeted by government forces during a time of political repression. My father, a member of the Black Panther Party, also lived under constant surveillance because he challenged injustice and stood for the rights of marginalized communities. In my family, surveillance is not an abstract concept. It is personal history. That is why we urge you to cut ties with Flock and remove El Cerrito from participation in this surveillance network. We are living in a time when immigrant communities, activists, communities of color, and political dissenters are increasingly being monitored and targeted. The data collected by these systems does not exist in a vacuum. Once it is gathered, it can be requested, shared, breached, misused, or accessed by administrations whose values may not reflect the safety and dignity of all people. No city can guarantee permanent protection of that data. No contract can fully shield vulnerable residents from the risks that come with mass surveillance infrastructure. When you approve these systems, you are not just installing cameras, you are creating a pipeline of information that others may one day exploit. El Cerrito has long prided itself on being thoughtful, progressive, and community-centered. That means protecting residents before harm occurs, not apologizing after it does. I ask you to consider who bears the greatest risk when surveillance expands. It is rarely the powerful. It is the undocumented family, the young activist, the Black and Brown resident, the person already living closest to the edge. Please choose trust over surveillance, accountability over fear, and community safety rooted in human connection, not mass monitoring. Thank you.

From: [No Reply](#)
To: [City Clerk](#)
Subject: Public Comment Submission
Date: Tuesday, April 21, 2026 8:27:13 PM

This sender is trusted.

Submitted by: Ada Fung

Email Address: [REDACTED]

Commented on event: <https://elcerritoca.portal.civicclerk.com/event/932/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I strongly oppose El Cerrito renewing its contract with FLOCK. I do not want our neighbors and our community surveilled in this way with the data vulnerable to collection and use by federal agencies. This can only lead to targeting and attacks on our neighbors of color, activists and anyone the Trump admin deems an enemy.



California Voting Rights Act Demand Letter

April 21, 2026