



# INVOICE

**Flock Group Inc dba Flock Safety**  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-22392  
Invoice Date: 9/25/2023  
Due Date: 10/25/2023  
Payment Terms: Net 30  
PO#:

Bill To: RI - Pawtucket PD  
121 Roosevelt Ave  
Pawtucket, Rhode Island, 02860

Ship To: RI - Pawtucket PD  
121 Roosevelt Ave  
Pawtucket, Rhode Island 02860

Billing Company Name: RI - Pawtucket PD  
Billing Contact Name: David Holden  
Billing Email Address:  
Billing Phone:

Payment Terms: Net 30  
Contracted Billing Structure: 100% Upfront

Notes:

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	20	3,000.00	\$0.00	\$60,000.00
Professional Services - Standard Implementation Fee	10	650.00	\$0.00	\$6,500.00
Professional Services - Existing Infrastructure Implementation Fee	10	150.00	\$0.00	\$1,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services: [38-2-2\(4\)A\(l\)\(b\)](#)

**Subtotal:** \$68,000.00  
**Credit:** \$0.00  
**Sales Tax:** \$0.00  
**Total:** \$68,000.00

If you have questions about your invoice or need to update your billing contact information, please email  
[billing@flocksafety.com](mailto:billing@flocksafety.com).



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## Payment Remittance Information

<u>Pay by Check:</u>	<u>Pay by ACH:</u>
Payable to: Flock Group Inc Memo: INV-22392 Mail to: PO Box 121923 Dallas, TX 75312-1923  <i>If paying by check, please include the remittance slip below.</i>	Account Legal Name: Flock Group Inc. Account Number: 38-2-2(4)A(I)(b) Account Type: Checking Routing / SWIFT Code: 38-2-2(4)A(I)(b)  <i>If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.</i>

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

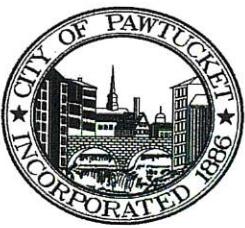
## Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc Account: RI - Pawtucket PD  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc Amount Due: \$68,000.00  
UPS, FedEx or 891923  
USPS: 150 North Plano Rd. STE 100  
Richardson, TX 75081

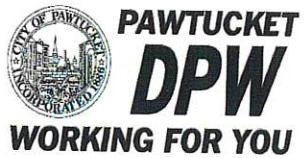
Amount Enclosed: \$ \_\_\_\_\_



DONALD R. GREBIEN  
MAYOR

**CITY OF PAWTUCKET**  
PUBLIC WORKS CENTER  
250 ARMISTICE BOULEVARD  
PAWTUCKET, RHODE ISLAND 02860

**OFFICE OF THE DIRECTOR**



Chris Crawley  
ACTING DPW DIRECTOR

September 28, 2023

Major David Holden  
Pawtucket Police Department  
121 Roosevelt Ave  
Pawtucket, RI 02860

Subject Intersections:      1.  
                                  2.  
                                  3.

To whom it may concern,

The City of Pawtucket Department of Public Works authorizes Flock to install cameras on city property at the above intersections.

If you have any questions on this matter, please get in touch with me at 401-728-0500, ext. 236.

Respectfully,

Chris Crawley  
Acting Public Works Director

GENERAL ORDER			
NUMBER	POLICY NAME	RIPAC STANDARD	PAGES
440.35	Automatic License Plate Reader		5
SUBJECT AREA		REFERENCE	DISTRIBUTION
Administration			All
DATES			
EFFECTIVE	ISSUING	REEVALUATION	PREVIOUSLY ISSUED
01 OCT 2023	01 OCT 2023	As Needed	17AUG2021

### 1.1 Purpose

The purpose of this policy is to establish operational and administrative guidelines for the use of digital data obtained through the use of an Automated License Plate Reader (ALPR) technology.

### 1.2 Policy

ALPR technology allows for the automated detection of license plates which are in public view. The ALPR technology and associated software enables the rapid identification and location of vehicles of legitimate interest to law enforcement. All data and images collected by the ALPR are for the official use of the department. Because such data may contain confidential information the data will not be open for public review.

It is the policy of the Pawtucket Police Department to use the data gathered by ALPR technology to aid in the identification of vehicles or persons of interest to law enforcement and further the mission of the agency to protect life and property.

### 1.3 Definitions

- A. **Automated License Plate Reader (ALPR)**-A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- B. **ALPR Operator**-Trained department personnel who may utilize ALPR systems.
- C. **System Administrator**-A sworn member of the Police Division appointed by the Chief of Police who is responsible for the ALPR system, its proper use, and compliance with this policy.
- D. **Hot List**-A list of license plates associated with vehicles of interest compiled from one or more data bases, including, but not limited to, NCIC, RI DMV, local BOLO's, etc.
- E. **Vehicles of Interest**-Including, but not limited to, vehicles that are reported as stolen, display stolen license plates, vehicles linked to missing or wanted persons and vehicles flagged by the Registry of Motor Vehicles or law enforcement agencies.
- F. **Hit-Alert** from the ALPR system that a scanned licensed plate number may be in the National Crime Information Center (NCIC) or other law enforcement data base for a specific reason.

G. **Detection** – Data obtained by an ALPR of an image of a license plate within public view that was read by a device, including potential images, and information regarding the location of the ALPR at the time the information was obtained.

#### 1.4 Procedures

- A. An ALPR may be used in conjunction with any routine patrol operation or criminal investigation; reasonable suspicion or probable cause is not required before using an ALPR.
- B. ALPR's are a law enforcement tool to be used for law enforcement purposes only. (see 1.6 Restrictions on Use of ALPR data)
- C. Properly trained members of the Police Division with a need and right to know may use the ALPR technology to:
  1. Locate stolen, wanted, and vehicles associated to investigations
  2. Locate and apprehend individuals subject to arrest warrants or otherwise lawfully sought by law enforcement
  3. Locate missing children and elderly individuals
  4. Support local, state, and federal law enforcement agencies in the identification of vehicles associated with criminal investigations
  5. Protect participants at special events
  6. Protect critical infrastructure sites
- D. ALPR data files are periodically updated and users must take into account the potential for lag time between updates. In addition, because the ALPR alert may relate to a vehicle and may not relate to the person operating the vehicle, officers are reminded that they need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. **As such, any alert provided by the ALPR system shall be considered advisory in nature until such time as the information can be verified via Dispatch or Mobile Data Terminal unless officer safety or a compelling circumstance makes it unsafe to do so.**

#### 1.5 Hot Lists Procedure

- A. Designation of hot lists to be utilized by the ALPR system shall be made by the Chief of Police or their designee. Hot lists shall be obtained or compiled from sources consistent with the purposes of the ALPR system set forth in this policy. Hot lists utilized by the department's ALPR system may be updated by agency sources more frequently than the department may be uploading them and thus the department's ALPR system will not have access to real time data. Occasionally, there may be errors in the ALPR system's read of a license plate. Therefore, an alert alone shall not be a basis for police action. Prior to initiation of a stop of a vehicle or other intervention based on an alert, officers shall undertake the following:
  1. An officer must receive confirmation, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).
  2. Officers shall visually verify that the license plate of interest matches identically with the image of the license plate number captured (read) by the ALPR, including both the

alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Officers alerted to the fact that an observed motor vehicle's license plate is entered as a Hot Plate (hit) in a specific BOLO (be on the lookout) list are required to make a reasonable effort to confirm that a wanted person is in the vehicle and/or that a reasonable basis exists before an officer would have a lawful basis to stop the vehicle

3. All entries and updates of specific Hot Lists within the ALPR system will be documented by the requesting department member within the appropriate general offense report when possible. As such, specific Hot Lists shall be approved by the ALPR Administrators (or his/her designees) before initial entry within the ALPR system. The updating of such a list within the ALPR system shall thereafter be accomplished pursuant to the approval of the department member's immediate supervisor. The hits from these data sources should be viewed as informational; created solely to bring the officers attention to specific vehicles that have been associated with criminal activity
4. All Hot Plates and suspect information entered into the ALPR system will contain the following information at a minimum:
  - Entering department member's name
  - Related case number.

## **1.6 Release of ALPR Data**

- A. All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law.
- B. ALPR data may be released to other authorized and verified law enforcement officials for legitimate law enforcement purposes provided that;
  1. The request must be submitted in writing from the requesting officer's departmental email account.
  2. The name and rank of the requesting officer must be provided.
  3. The reason for the request must be clearly stated with associated report number when available.
  4. Each request for release of ALPR data shall be reviewed by the System Administrator or such person authorized by the Chief of Police to do so.
  5. All written requests from outside law enforcement agencies for the release of ALPR data shall be kept on file.
- C. Every ALPR search inquiry **must include** the reason for the inquiry to include report/call number when available.
- D. The Pawtucket Police Department does not permit the sharing of ALPR data gathered by the city or its contractors/subcontractors for purpose of federal immigration enforcement.

## **1.7 Restrictions on the use of ALPR data**

- A. Authorized users shall not allow unauthorized persons to access ALPR technology or data derived from said technology.
- B. ALPR may not be used for the purpose of monitoring individual activities protected by the First Amendment to the Constitution of the United States.
- C. Except when done pursuant to a court order, it is a violation of this policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view.

- D. It is a violation of this policy to use the ALPR to harass and/or intimidate any individual or group.
- E. It is a violation of this policy to use the ALPR solely because of a person's or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
- F. It is a violation of this policy to use the ALPR for any personal use.
- G. Authorized users will have their own login credentials and shall only use their credentials to access the ALPR system.
- H. Anyone who engages in an impermissible use of the ALPR is subject to disciplinary action.
- I. In rare instances, ALPR may capture information contrary to the collection guidelines set forth in this policy. Such instances will be documented in writing and the data collected purged from the system. Any discoverable increase in the collection of such data from specific ALPR's will be followed up with equipment repairs or repositioning.

## 1.8 System Administrator

- A. The System Administrator shall be appointed by the Chief of Police.
- B. The System Administrator shall be responsible for the maintenance of ALPR training records (see 1.8 Training)
- C. The system administrator shall conduct yearly audits of ALPR usage to ensure the system is being used in accordance with this policy. (see 1.9 Audits)
- D. The System Administrator shall be responsible for maintaining the ALPR's transparency portal and its conspicuous posting on the department's website.

## 1.9 Training

- A. Only properly trained members of the Police Division may have access to ALPR's.
- B. It shall be the responsibility of the Planning and Training Division to ensure that all authorized users have received training on this policy as well as the specific ALPR technology provided by the vendor.
- C. Training shall be updated as required by technological advancements to the ALPR system.
- D. All authorized users shall receive annual refresher training on both policy and procedure.

## 1.10 Data Collection and Retention

- A. All data collected by the ALPR system shall be permanently and automatically deleted after 30 days unless said data is related to an active investigation into a civil or criminal matter.
- B. Data downloaded from the ALPR that is related to an investigation shall be stored in accordance with Rules & Regulations §460.06 *Collection & Preservation of Evidence*. (scanned to associated report and stored on portable media storage device and logged into evidence room)
- C. Information gathered or collected, and records retained by the ALPR vendor will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

### **1.11 Audits**

- A. The System Administrator shall conduct yearly and periodic audits of the ALPR system to ensure compliance with this policy as well as vendor recommended procedures.
- B. Results of all audits shall be documented in the form of an internal memorandum submitted to the Chief of Police.

### **1.11 Communications/Dispatch**

- A. All personnel assigned to the dispatch center shall be responsible for monitoring the ALPR system. All hits received will sound an alert in the dispatch center. Upon receiving an alert, on-duty dispatch personnel will immediately verify the captured plate (photo) with the wanted/suspect plate number displayed as the wanted plate from either NCIC, RILETS or the department Hotlist. Upon visual verification of the plate/tag the dispatcher will manually verify the wanted plate with NCIC to determine if it is still outstanding as wanted.
- B. After confirmation is made, notification may be made to patrol officers via dispatch radio communication.



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Tina Goncalves  
Chief of Police



# Automated License Plate Reader

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## Flock Safety



# Rules & Regulations § 440.35

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ALPR technology allows for the automated detection of license plates which are in public view. The ALRP technology and associated software enables the rapid identification and location of vehicles of legitimate interest to law enforcement.

It is the policy of the Pawtucket Police Department to use the data gathered by ALPR technology to aid in the identification of vehicles or persons of interest to law enforcement and further the mission of the agency to protect life and property.

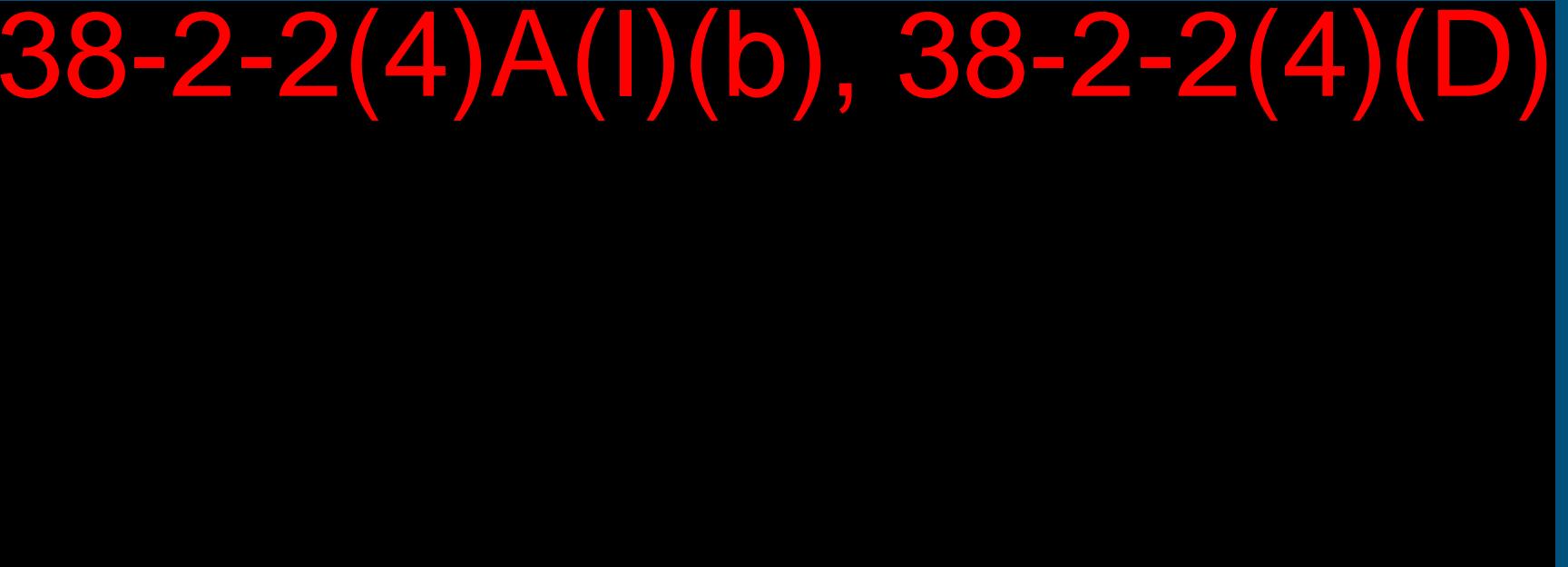
38-2-2(4)A(I)(b), 38-2-2(4)(D)

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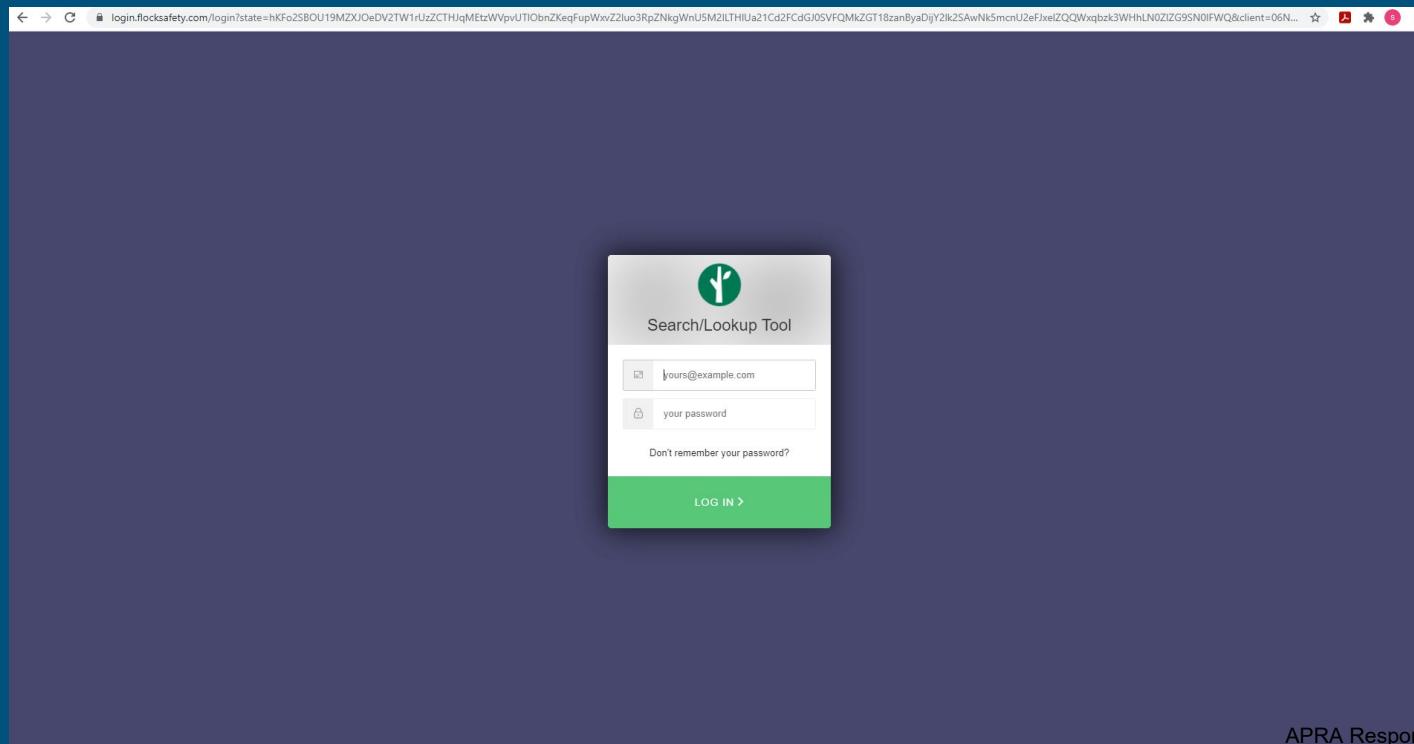
## Camera Locations:

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38-2-2(4)A(l)(b), 38-2-2(4)(D)



# Log on: Dept email/Set password



# Two Functions of Flock Safety

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Search

Hot List

Hot List: Real time alert of vehicle of interest  
passing camera location.

**38-2-2(4)A(I)(b), 38-2-2(4)(D)**

# Hot List Hit

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A hot list hit is not probable cause for a stop.

The hit must be confirmed both visually by the officer and externally by dispatch.

Reference Flock hit in report narrative of any report taken.

# Search: Supervisors/Detectives Only

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Can search for a particular vehicle by:

1. State
2. Body
3. Make
4. Color
5. **Identifiers** (bumper stickers, window stickers, roof rack, back rack)

# Search: cont.

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- Default setting is “all cameras” and “images with plates”
- Use \* in conjunction with known plate characters (if any are known)
- Can search for images of ATV’s using the vehicle type “golf cart.”
- Must enter a “Search Reason” in indicated box. Search reason is a brief description of the nature of the call.

Search | Search Lookup Tool Saved Search

38-2-2(4)A(l)(b), 38-2-2(4)(D)

08/25/2021 10:21 AM 

To... 

08/25/2021 12:21 PM 



Last 12 hrs

Last 24 hrs

Last 36 hrs

Last 48 hrs

Search Reason

SEARCH NOW

CAMERAS (57/57) 

All Cameras

My Cameras

 Camera Map

IMAGES 

All Images

Images with plates

Images without plates

LICENSE PLATE 

 License Plate

All Tags

Regular Tags

Temporary Tags

STATE (0/51) 

BODY (0/10) 

MAKE (0/37) 

## Search Results

GENERAL ORDER			
NUMBER	POLICY NAME	RIPAC STANDARD	PAGES
440.35	Automatic License Plate Reader		4
SUBJECT AREA		REFERENCE	DISTRIBUTION
Administration			All
DATES			
EFFECTIVE	ISSUING	REEVALUATION	PREVIOUSLY ISSUED
17AUG2021	17AUG2021	Annually	

### 1.1 Purpose

The purpose of this policy is to establish operational and administrative guidelines for the implementation and execution of an Automated License Plate Reader (ALPR) pilot program.

### 1.2 Policy

ALPR technology allows for the automated detection of license plates which are in public view. The ALRP technology and associated software enables the rapid identification and location of vehicles of legitimate interest to law enforcement.

It is the policy of the Pawtucket Police Department to use the data gathered by ALPR technology to aid in the identification of vehicles or persons of interest to law enforcement and further the mission of the agency to protect life and property.

This policy, like the 60 day ALPR Pilot Program, shall be considered a work in progress. As such, it is possible that findings and considerations relating to the actual field implementation of ALPR's will result in the amendment of portions of this policy. Until such time as that occurs, officers shall adhere to the procedures stated herein.

### 1.3 Definitions

- A. **Automated License Plate Reader (ALPR)**-A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- B. **ALPR Operator**-Trained department personnel who may utilize ALPR systems.
- C. **Vehicles of Interest**-Including, but not limited to, vehicles that are reported as stolen, display stolen license plates, vehicles linked to missing or wanted persons and vehicles flagged by the Registry of Motor Vehicles or law enforcement agencies.
- D. **System Administrator**-A sworn member of the Police Division appointed by the Chief of Police whose is responsible for the ALPR system, its proper use, and compliance with this policy.
- E. **Hot List**-A list of license plates associated with vehicles of interest compiled from one or more data bases, including, but not limited to, NCIC, RI DMV, local BOLO's, etc.

F. Hit-Alert from the ALPR system that a scanned licensed plate number may be in the National Crime Information Center (NCIC) or other law enforcement data base for a specific reason.

#### 1.4 Procedures

- A. An ALPR may be used in conjunction with any routine patrol operation or criminal investigation; reasonable suspicion or probable cause is not required before using an ALPR.
- B. ALPR's are a law enforcement tool to be used for law enforcement purposes only. (see 1.4H Restrictions on Use)
- C. Properly trained members of the Police Division with a need and right to know may use the ALPR technology to:
  1. Locate stolen, wanted, and subject of investigation vehicles
  2. Locate and apprehend individuals subject to arrest warrants or otherwise lawfully sought by law enforcement
  3. Locate missing children and elderly individuals
  4. Support local, state, and federal law enforcement agencies in the identification of vehicles associated with targets of criminal investigations
  5. Protect participants at special events
  6. Protect critical infrastructure sites
- D. All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law.
- E. ALPR data may be released to other authorized and verified law enforcement officials for legitimate law enforcement purposes provided that;
  1. The request must be submitted in writing, preferably on the requesting officer's department letterhead or from a department maintained email account.
  2. The name and rank of the requesting officer must be provided.
  3. The reason for the request must be clearly stated.
  4. The associated report number from the requesting agency should be provided, if available.
  5. Each request for release of ALPR data shall be reviewed by the System Administrator or such person authorized by the Chief of Police to do so.
  6. All written requests from outside law enforcement agencies for the release of ALPR data shall be kept on file by the System Administrator.
- F. Every ALPR search inquiry must include the reason for the inquiry.
- G. ALPR data files are periodically updated and users must take into account the potential for lag time between updates. **As such, any alert provided by the ALPR system shall be considered advisory in nature until such time as the information can be verified via Dispatch or Mobile Data Terminal unless officer safety or a compelling circumstance makes it unsafe to do so.**
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### **1.5 System Administrator**

- A. The System Administrator shall be appointed by the Chief of Police.
- B. The System Administrator shall be responsible for the maintenance of ALPR training records (see 1.6 Training)
- C. The system administrator shall conduct quarterly audits of ALPR usage to ensure the system is being used in accordance with this policy. (see 1.8 Audits)
- D. The System Administrator shall be responsible for maintaining the ALPR's transparency portal and its conspicuous posting on the department's website.

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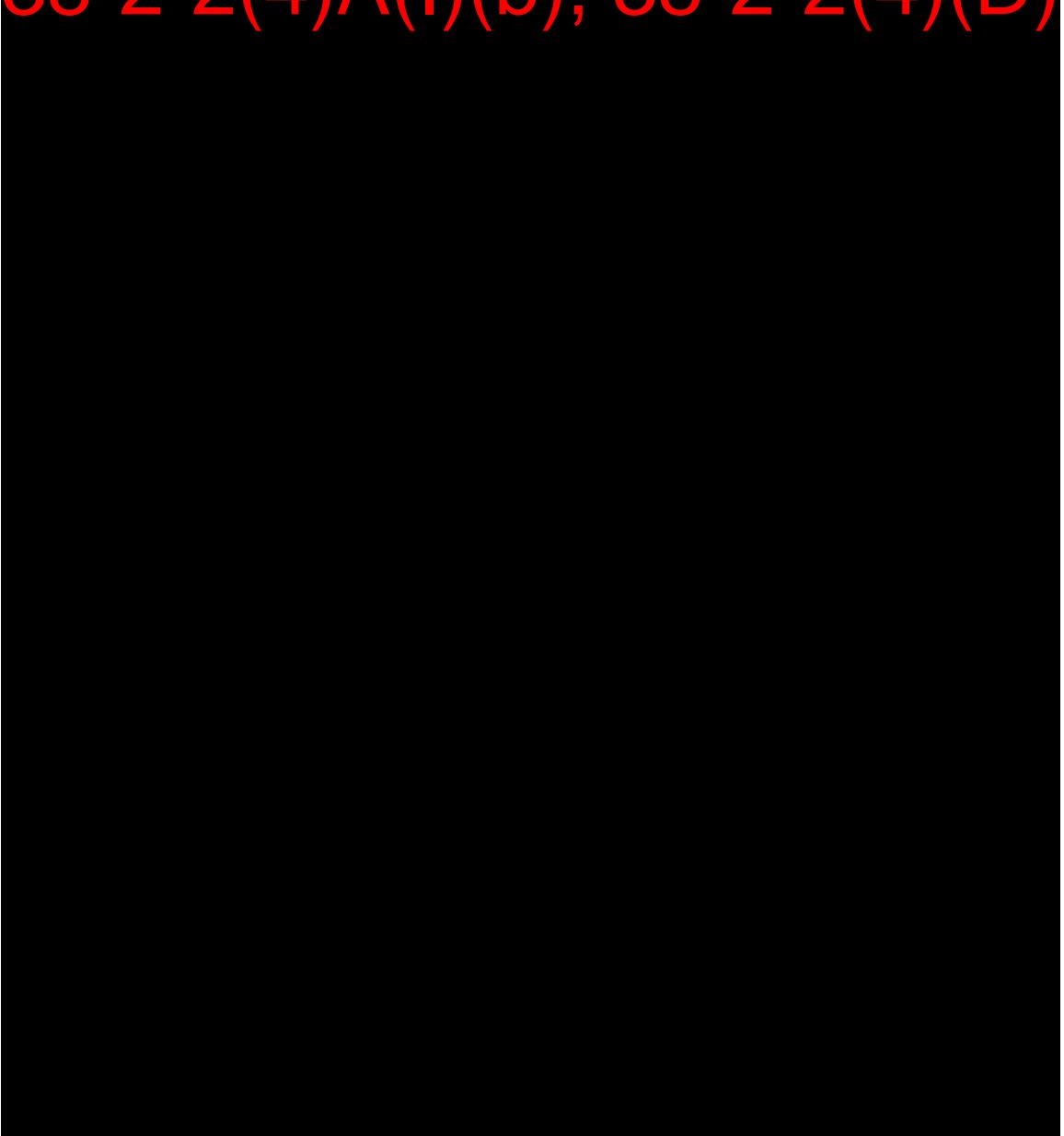
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Tina Goncalves  
Chief of Police

**RI - Pawtucket PD**

**38-2-2(4)A(I)(b), 38-2-2(4)(D)**

38-2-2(4)A(I)(b), 38-2-2(4)(D)



# Flock Safety Tech Specs

License plate reading cameras that capture more evidence for your city.

## Dual Solar Panels

- Voltage: 18-20V
- Weight: 25.73 lbs (with hardware)
- Length: 21.25"
- Width: 28"
- Mount: Pole top or side of existing pole

## Pole

- DOT breakaway pole - 12' installed height
- Diameter: 2.875" OD, 2.125" ID
- Material: 6061 Aluminum w/ black coating
- Alloy: 6061
- Weight: 32 lbs

## Install Anywhere



Solar &  
Existing Pole



Solar &  
Flock Pole



Electric &  
APRA Response 026  
Existing Pole

## Camera

- Length: 10.5"
- Height: 4.5"
- Depth: 5.5"
- Mounting: Adjustable band clamps
- Weight: 3.6 lbs
- Footage: Uploads via LTE
- Capture Distance: 20-90ft from vehicle
- Deployment Distance: Up to 25' from edge of roadway
- Resolution: 2508x2048
- Vehicle Speed: up to 100 MPH
- Assembly: Flock Safety in Atlanta, GA



Flock





# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Honorable Members of the Pawtucket Purchasing Board  
From: Major David Holden  
Date: September 11, 2023  
Re: Flock Safety

Dear Honorable Members,

The Pawtucket Police Department is requesting permission to enter into an agreement with Flock Safety to install twenty (20) license plate readers (LPRs) throughout the City of Pawtucket.

The use of LPRs by law enforcement is well established throughout the United States. There are approximately 2,500 police departments across the country using Flock LPRs. Flock stores images obtained from its cameras on Criminal Justice Information Services (CJIS) compliant servers and deletes all data after thirty days. Flock does not sell data to third parties; the information gathered remains the sole property of the police department.

Flock LPR technology will improve the Pawtucket police department's ability to develop investigative leads and prevent criminal activity. Flock LPRs can alert officers anytime a vehicle associated with a Missing Person, Kidnapping, Amber Alert or Silver Alert passes by an LPR. Further, Flock LPR's ability to provide real time intelligence will increase the Pawtucket police department's ability to take a proactive policing approach with the intention of preventing crime before it occurs.

The cost to install twenty LPR cameras is \$3,000.00 per camera with an initial installation cost of \$8,000.00. After the first year the annual fee is \$3,000.00 per camera which covers all hardware and software technology. The total initial cost for the first year of service and installation is \$68,000.00. After the first year the cost is \$60,000.00 annually.

The total cost of the contact is \$128,000.00 which includes a two year service contract and installation. A sole source letter from Flock Safety is attached; sections 4, 5, and 6 are not associated to the services we are purchasing. This purchase will be paid from the General Fund.

Respectfully,

Major Dave Holden

# flock safety

## Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer and developer of the Flock Safety® ALPR Camera.

Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

**The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. Vehicle Fingerprint Technology®:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mast
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

# flock safety

- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

## 3. Transparency & Ethical Product Design:

- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to “opt-out” of being captured

## 4. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

## 5. Live Video Integration:

- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® ALPR cameras
- Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
- Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep

## 6. Situational Awareness:

- FlockOS™ is the world’s first and only public safety operating system compatible with Flock Safety™ live streaming fixed and PTZ Condor camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and

# flock safety

third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center

- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS™ ESRI-based map
- FlockOS™ features Flock Safety™ unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

## 7. Partnerships:

- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

## 8. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety®

**From:** [David Holden](#)  
**To:** [Daniel Ashworth](#); [Christopher Lombardi](#)  
**Subject:** FW: ALPR cameras  
**Date:** Friday, April 30, 2021 9:30:18 AM  
**Attachments:** [image001.png](#)  
[PD Solutions Overview.pdf](#)

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This might be a good idea for **38-2-2(4)A(l)(b)** We can talk next week.

**From:** Craig Lynch **38-2-2(4)A(l)(b)**  
**Sent:** Thursday, April 29, 2021 6:46 PM  
**To:** Michael Kane  
**Cc:** Shawn Driscoll; David Holden; Alan Mal; **38-2-2(4)A(l)(b)**; **38-2-2(4)A(l)(b)**  
**Subject:** Re: ALPR cameras

Hello Pawtucket PD - I want to thank you all for your time today and everything you do to keep us safe. Just to summarize all the information we went over today, Flock Safety has one mission and that is to eliminate crime.

Vehicle Fingerprint Technology - Back into a plate by color, build, make  
Hotlist - Proactive policing with real time alerts sent via text, email or web browser - Custom hot list alerts  
Network sharing - work with other departments and private organizations to get more eyes on the street  
Cost - \$2,500 per camera

As I mentioned in the meeting today, we are willing to provide you with a pilot, 10-20 cameras, to test out for 60 days. There would be an agreement in place but would not lock you in to any costs unless you wish to continue with any amount of cameras at the end of the 60 days. A new agreement would need to be signed once the 60 days is over and no money would be exchanged after 60 days if you don't wish to continue with Flock. We have deployment specialists, Scout and Rich that would be helping with the deployment and orchestrating the installation. (attached an overview of Flock)

Please let me know if you have any questions. You can call or text me at any time, **38-2-2(4)A(l)(b)**. I truly look forward to working with you all!

Respectfully,

Craig

On Thu, Apr 29, 2021 at 2:21 PM Michael Kane <[MKane@pawtucketpolice.com](mailto:MKane@pawtucketpolice.com)> wrote:

Craig,

Everyone who was present for your presentation is cc'd in this email. We are interested in setting up the temporary cameras in the near future. Please send me details to pass along to the Chief

I also advised **38-2-2(4)A(l)(b)**, our speed and red light camera vendor, about your technology and program. He is also on this thread so feel free to reach out to him.

**Major Michael Kane**  
Pawtucket Police Department  
121 Roosevelt Avenue  
Pawtucket, RI 02860  
401-727-9100 x716

Patch - Emails



**From:** [Flock Safety Customer Success](#)  
**To:** [David Holden](#)  
**Subject:** Important: Update Required for Continued Access to Illinois' Camera Network  
**Date:** Monday, December 4, 2023 10:00:30 AM

[View in Browser](#) | [Forward to a Friend](#)

### Flock Safety Logo



Dear RI - Pawtucket PD,

As part of our ongoing commitment to comply with state regulations and support your agency's operational integrity, we want to ensure you are aware of the recent legislative changes concerning the use of Automatic License Plate Recognition (ALPR) systems in Illinois.

#### **House Bill 3326 Compliance Update Needed by End of December**

Illinois [HB 3326](#) requires all law enforcement agencies to affirm compliance with specific usage guidelines prior to accessing ALPR data generated within the state of Illinois. This is a mandatory update that, if not addressed, will impact your agency's access to the state's camera network.

**Here's What You Need to Do:** Please log in to the [Organization Page](#) on the Flock Safety system before the end of December to complete the following steps:

1. Navigate to the new 'Policy' section.
2. Select one of the two checkboxes to indicate your agency's compliance status:  
"We Comply with Illinois' HB 3326"  
"We Do Not Comply with Illinois' HB 3326 and understand access to the state's cameras will be revoked"

**Why It's Critical:** Choosing to comply will allow your agency to maintain current access to Illinois cameras, as well as the ability to request future access to Illinois devices and utilize National Lookup features. Not confirming your compliance will lead to the removal of these capabilities.

**Assistance and Support:** Our support team is available to guide you through this update process. You can reach us at [support@flocksafety.com](mailto:support@flocksafety.com) or through our in-app support feature. Additionally, keep an eye out for a series of communications that will provide further information and reminders as the deadline approaches.

We appreciate your prompt attention to this matter and your continued partnership with Flock Safety. Let's work together to ensure your agency's uninterrupted access to vital

ALPR data and tools while staying compliant with Illinois state law. If you have any questions or concerns, please reach out to your CSM.

Best regards,

Flock Safety Customer Success

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Please Note: This communication is targeted at agencies that have not yet selected a compliance checkbox in the Flock Safety system. If you have already updated your compliance status, please disregard this message.



**Flock Safety**

1170 Howell Mill Rd NW, Suite 210  
Atlanta, Georgia 30318, United States

This email was sent to [dholden@pawtucketpolice.com](mailto:dholden@pawtucketpolice.com).  
If you no longer wish to receive these emails you may [unsubscribe](#) at any time.

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# Your partner in fighting crime



Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety's technology system as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a crime-fighting technology company with a mission to eliminate non-violent crime in the United States.

## What makes Flock Safety's technology different



### PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



### VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



### INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



### SIMPLE & AFFORDABLE

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

**flock safety**

# Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

## 30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.



## 34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

## 60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest

## Company Overview

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock Safety

APRA Response 037

camera systems live in over 700 cities in 38 states and over 300 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

## Customer Results

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.



### JERSEY VILLAGE, TEXAS

#### A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

### MARIETTA, GEORGIA

#### 34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created



## COBB COUNTY, GEORGIA



### Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at [stuart.vanhoozer@cobbcounty.org](mailto:stuart.vanhoozer@cobbcounty.org) or (404) 375-1926

## LOS ANGELES, CALIFORNIA

### Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).

ACCURATE READS





# Product

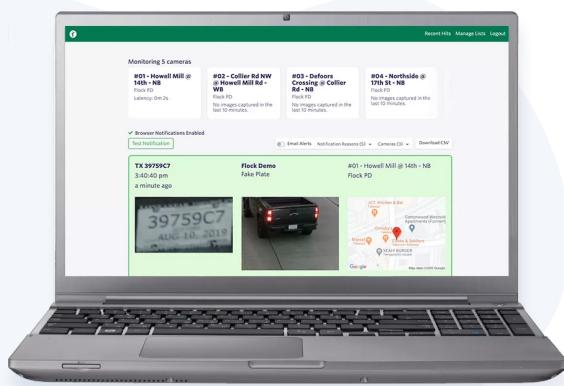
Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

## SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).

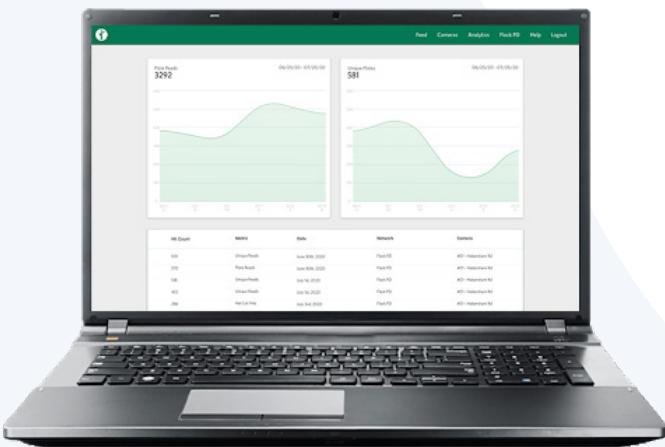
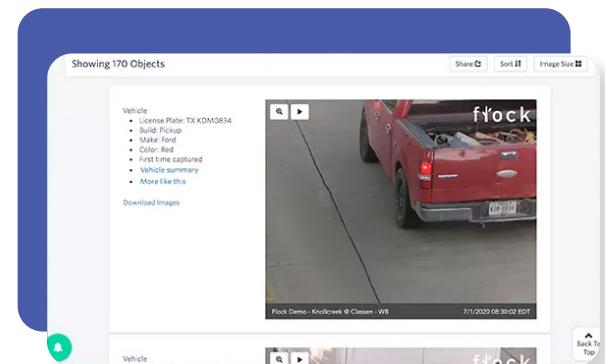
### Detect Crime



- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

# Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
  - Date and time
  - Vehicle Characteristics
    - Plate (partial/full)
    - Plate Type (in state, out of state, temporary tag)
    - Build & Color
    - Resident status
    - Location/Date/Time



## Insights

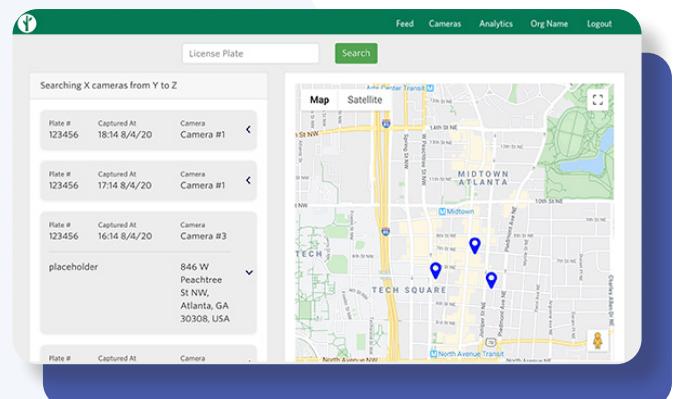
Give city council an ROI report

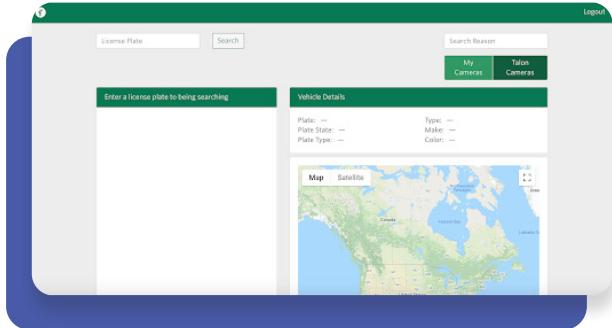
- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

# Lookup

Search plates across your jurisdiction

- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network





## Talon

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 500M monthly reads
- Attached to "Lookup" experience

## Performance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



## CAMERA SPECIFICATIONS

### Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

### Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

### Data

16GB local storage, ~2 weeks

### Image

5MP Image Sensor

### Motion

Passive Infrared Motion Detection

### Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

### Production

Designed & manufactured in the U.S.

### Night Vision

850nm Custom IR Array

### Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

## CAMERA PERFORMANCE

### Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

### Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

### Processing Power

1.4GHz

64-bit quad-core CPU

### Image Capture

30-50 ft from vehicles

Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





# Training, Ongoing Support & Timeline

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New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the [support@flocksafety.com](mailto:support@flocksafety.com) inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

## SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera footage search

## INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

**City intersection**  
Solar & existing pole



**Entrance to Hotel**  
Solar & Flock 14 foot pole



**City Foot Traffic Street**  
Electric & existing pole



# Install Process Guide

## TERMS, CONDITIONS, & SERVICE LEVEL AGREEMENT INFORMATION

For the complete list of Terms & Service, please visit <https://www.flocksafety.com/legal>.

## WARRANTY

- All Flock products are under warranty for the duration of the Customer's contract.
- Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issues, maintenance teams will be deployed at no additional cost.
- In the event the Flock camera is physically damaged or stolen, the first camera replacement will be made by Flock at no additional cost. A reassessment of camera location will be made at that time to deter further issues.
- In the unlikely case that an additional replacement camera is needed, the customer will be responsible for the \$300 cost.
- Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after the Agency notifies the Flock of defect.

**Flock Safety + RI - Pawtucket PD**

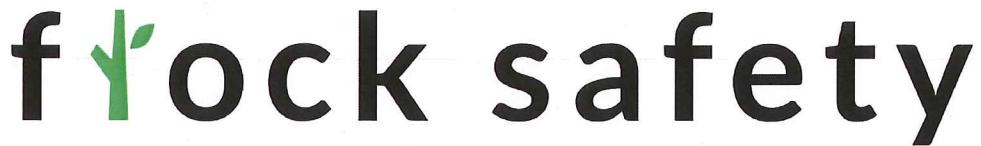
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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Craig Lynch

**38-2-2(4)A(l)(b)**



**EXHIBIT A**  
**ORDER FORM**

Customer: RI - Pawtucket PD  
 Legal Entity Name: RI - Pawtucket PD  
 Accounts Payable Email: dholden@pawtucketpolice.com  
 Address: 121 Roosevelt Ave Pawtucket, Rhode Island 02860

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$60,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	20	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	10	\$1,500.00
		<b>Subtotal Year 1:</b>	<b>\$68,000.00</b>
		<b>Annual Recurring Subtotal:</b>	<b>\$60,000.00</b>
		<b>Estimated Tax:</b>	<b>\$0.00</b>
		<b>Contract Total:</b>	<b>\$128,000.00</b>

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

**Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$68,000.00
<b>Annual Recurring after Year 1</b>	\$60,000.00
<b>Contract Total</b>	\$128,000.00

\*Tax not included

## Product and Services Description

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

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

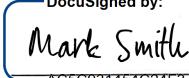
## FlockOS Features & Description

### Package: Community

FlockOS Features	Description

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

**FLOCK GROUP, INC.**

DocuSigned by:  
By:   
AC5C931454C24F3...  
Name: Mark Smith  
Title: General Counsel  
Date: 9/20/2023

**Customer: RI - Pawtucket PD**

By:  
Name:   
Title: Major  
Date: 9/20/23  
PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 31 day of August 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

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

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

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

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

## AGREEMENT

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

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. SERVICES AND SUPPORT

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

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

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

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

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

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

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

### 3. CUSTOMER OBLIGATIONS

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

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

### 4. DATA USE AND LICENSING

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

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

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

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

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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

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

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

## **6. PAYMENT OF FEES**

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

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

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

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

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

## 7. TERM AND TERMINATION

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

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

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

## **8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER**

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

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

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

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

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

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

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

## **9. LIMITATION OF LIABILITY; INDEMNITY**

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

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

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

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

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

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

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

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

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

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

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

## **11. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FLOCK NOTICES ADDRESS:

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

Customer NOTICES ADDRESS:

ADDRESS: \_\_\_\_\_

ATTN: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**EXHIBIT B**  
**INSURANCE**

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

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

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

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

# Customer Implementation Guide

# Law Enforcement



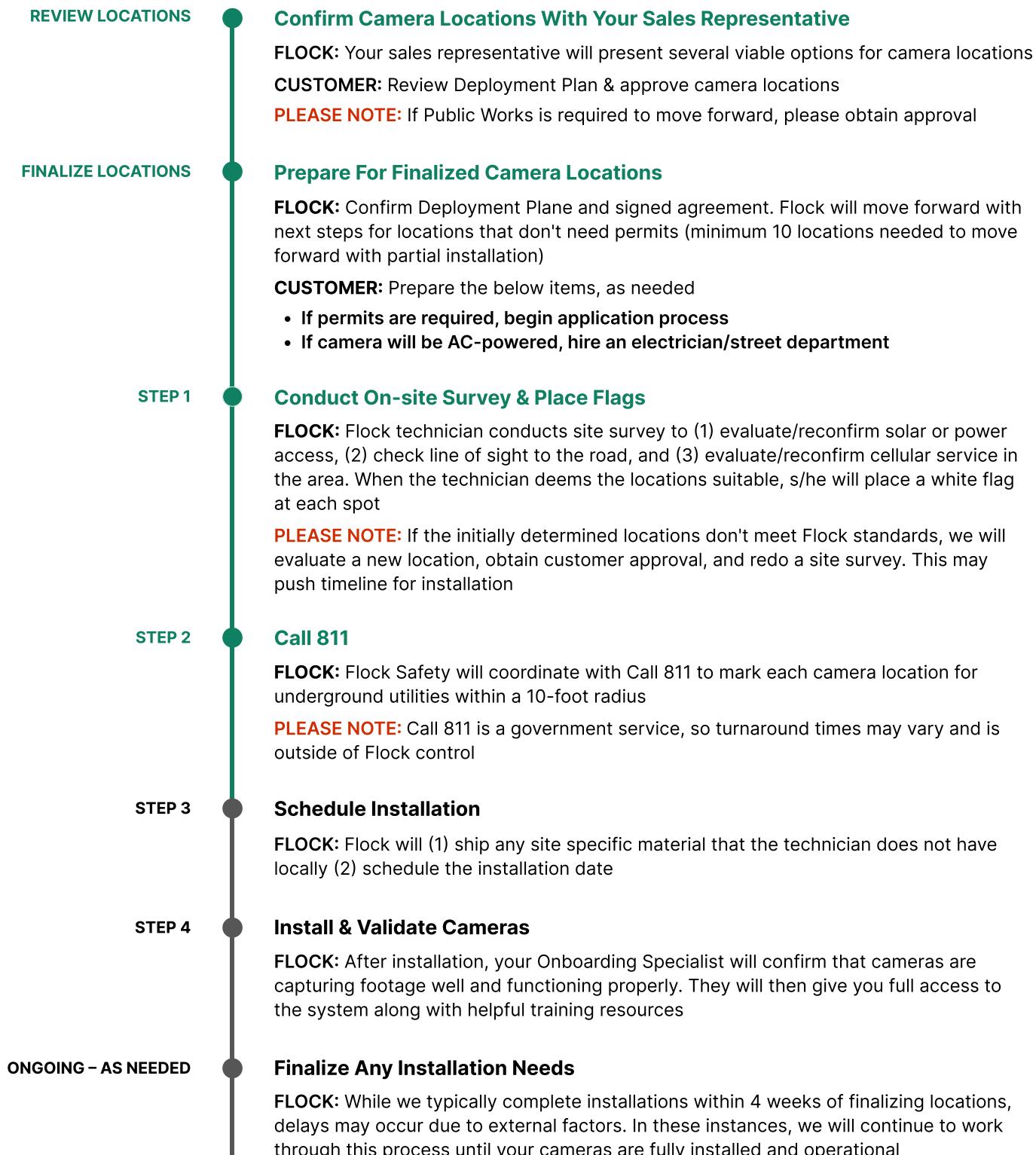
flock safety

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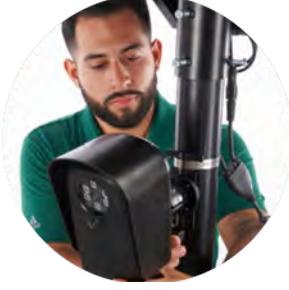
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# Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



# Flock Safety Team

Implementation Team	How They Will Support You
 <p><b>Project Manager</b></p>	<p>Your <b>Project Manager</b> is your <b>primary contact during camera installation</b>.</p> <p>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p><b>Field Operations Team</b></p>	<ul style="list-style-type: none"> <li>The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li> <li>They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li> <li><b>*Note*:</b> For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li> </ul>

Relationship Team	How They Will Support You
 <p><b>Customer Success Manager</b></p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"> <li>• Set up Account Training</li> <li>• Understand benefits of features</li> <li>• Learning best practices for getting relevant data</li> <li>• Identifying opportunities to expand the security network in your area</li> <li>• Provide feedback on your partnership with Flock</li> </ul>
 <p><b>Flock Safety Support</b></p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> or call <b>866-901-1781</b> Mon-Fri 8am-8pm EST.</p> <p>Support can help you:</p> <ul style="list-style-type: none"> <li>• Request camera maintenance</li> <li>• Troubleshoot online platform</li> <li>• Contract / Billing questions</li> <li>• Update account information</li> <li>• Camera Sharing questions</li> <li>• Quick “How to” questions in your Flock Account</li> </ul>

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

**PLEASE NOTE:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

# Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

## Existing Infrastructure Implementation

**COST:** \$150 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' using an A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
  - Standard, 12' above grade [Flock breakaway pole](#)
  - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-digable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Standard Implementation

**COST:** \$650 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Advanced Implementation

**COST:** \$1,900 per camera (one time cost)

### Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

# Things to Consider When Selecting Locations

## Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
  - They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.



\* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

\*\* Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

\*\*\* Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

## Solar Panels

Solar panels need unobstructed southern-facing views.



## Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



# Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

## How to Get Started with a Powered Install



### 1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



### 2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

# Electrician Handout

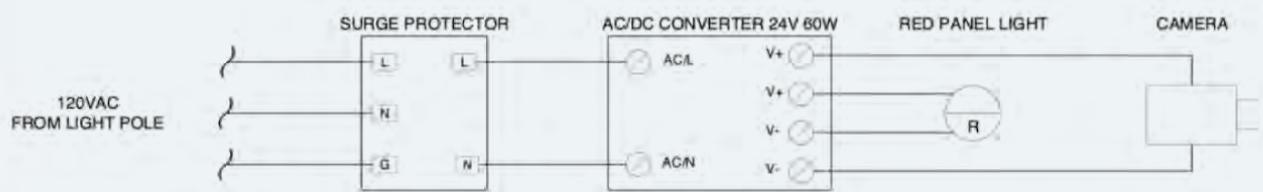
## Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts  $\frac{1}{2}$ " conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:

**Southeast Region - (678) 562-8766**

**West-Region - (804) 607-9213**

**Central & NE Region - (470) 868-4027**



## FAQs about AC-Powered Flock Cameras

### What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

### How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

### Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

### Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

### How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

### What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

**Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

### **How long does this process typically take?**

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

### **What kind of electrician should I look for?**

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

### **What happens if the electrician damages the equipment?**

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

### **When should the electrician perform his work?**

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

### **What if my electrician has questions about Flock's AC Kit?**

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

### **What if the AC power is on a timer?**

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

# Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review <a href="#">Fees Sheet</a> For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For <b>Falcon™ Flex</b>	

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

# Permitting: Pre-Install Questionnaire

## 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

## 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

## 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?\***

**PLEASE NOTE:** If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices ([MUTCD](#)).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## **\*Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

### **What Services Incur Fees:**

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer 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>
- Misc billables for out of scope items for each implementation

### **Incurred Fees:**

- Camera relocation
  - Existing infrastructure (non-AC powered) ..... \$350
  - Flock pole (non-AC powered) ..... \$750
  - Advanced pole (non-AC powered) ..... \$5000
- Replacements
  - Camera only as a result of vandalism, theft, or damage ..... \$800
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole ..... \$500
    - Advanced pole ..... \$5000
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered) ..... \$1300
    - Advanced pole, camera, and solar (non-AC Powered) ..... \$5800

- Trip charge ..... **\$350**
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

**How do I search camera footage?**

**How do I add a user?**

**How do I add a vehicle to my own Hot List?**

**How do I enable browser notifications for Hot List alerts?**

**How do I get text alerts for Hot List?**

**How do I request camera access from other nearby agencies?**

**How do I use the National Lookup to search for a plate?**

*(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

**How do I reset my / another user's password?**

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any “How-To” questions you may have.



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: January 9, 2024  
Re: Flock Audit

Chief Goncalves,

On January 9, 2024, I, Major Holden, conducted the yearly audit of the departments Automated License Plate Reader program. The Department began using Flock in September 2023; therefore, the audit period only covers a four month period. Additionally, at the time of the audit only fourteen ALPR's were capturing data. From the inception of the program until December 31, 2023 at total of 4,050 searches were performed. A review of license plate searches was conducted; all required information was accurately documented in the Flock Portal. Additionally, two random samples of searches performed for an outside jurisdiction were checked. In both instances the request process and supporting documentation was followed and accurate.

Regards,

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: March 14, 2024  
Re: Flock Audit

Chief Goncalves,

On March 14, 2024, I, Major Holden, conducted a random audit of the departments Automated License Plate Reader program. The last audit was performed on January 9, 2024 and covered the time of inception through January 1, 2024. From January 1, 2024 until March 14, 2024 a total of 5,452 searches were performed.

A review of license plate searches was conducted; all required information was accurately documented in the Flock Portal. Additionally, one random sample of a search performed for an outside jurisdiction (W. Warwick –shooting) was checked. The request process and supporting documentation was followed and accurate.

Regards,

A handwritten signature in blue ink, appearing to read "David Holden".

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: June 6, 2024  
Re: Flock Audit

Chief Goncalves,

On June 6, 2024, I, Major Holden, conducted a random audit of the departments Automated License Plate Reader program. The last audit was performed on March 14, 2024.

From March 14, 2024 until June 6, 2024 a total of 6,582 searches were performed.

A review of license plate searches was conducted; all required information was accurately documented in the Flock Portal. Additionally, one random sample of a search performed for an outside jurisdiction (RI DOC ) was checked. The request process and supporting documentation was followed and accurate.

The Flock Transparency Portal was checked and confirmed active on the PD website.

Regards,

A handwritten signature in black ink.

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: October 7, 2024  
Re: Flock Audit

Chief Goncalves,

On October 7, 2024, I, Major Holden, conducted a random audit of the departments Automated License Plate Reader program. The last audit was performed on June 6, 2024.

From June 6, 2024 until October 7, 2024 a total of 8,092 searches were performed.

A review of license plate searches was conducted; all required information was accurately documented in the Flock Portal. Additionally, one random sample of a search performed for an outside jurisdiction was checked. The request process and supporting documentation was followed and accurate.

The Flock Transparency Portal was checked and confirmed active on the PD website.

Regards,

A handwritten signature in blue ink that reads "David Holden".

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: December 2, 2024  
Re: Flock Audit

Chief Goncalves,

On December 2, 2024, I, Major Holden, conducted a random audit of the departments Automated License Plate Reader program. The last audit was performed on October 7, 2024.

From October 7, 2024 through December 2, 2024 a total of 3,955 searches were performed.

A review of license plate searches was conducted; all required information was accurately documented in the Flock Portal.

The Flock Transparency Portal was checked and confirmed active on the PD website.

Regards,

A handwritten signature in blue ink that reads "David Holden".

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: January 6, 2025  
Re: Flock Audit

On January 6, 2025, I, Major Holden, conducted the yearly audit of the departments Automated License Plate Reader Program. During this reporting period all twenty cameras were online, and one additional portable LPR was tested and evaluated.

From January 1, 2024 through December 31, 2024 a total of 26,682 searches were performed.

All required information was accurately documented in the Flock Portal.

The Flock Transparency Portal was checked and confirmed active on the PD website.

Regards,

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: February 7, 2025  
Re: Flock Audit

Chief Goncalves,

On February 7, 2025, I, Major Holden, conducted a random audit of the departments Automated License Plate Reader program. The last audit was performed on December 2, 2024.

From December 2, 2024 through February 7, 2025 a total of 3836 searches were performed.

A review of license plate searches was conducted; all required information was accurately documented in the Flock Portal. Additionally, one random sample of a search performed for an outside jurisdiction was checked. The request process and supporting documentation was followed and accurate.

The Flock Transparency Portal was checked and appeared to be behind one day last reporting on 2/6/25. I emailed FLOCK to report the delay. The system was checked on February 8, 2025 and found to be reporting accurately.

Regards,

A handwritten signature in black ink that reads "David Holden".

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: May 22, 2025  
Re: Flock Audit

Chief Goncalves,

On May 22, 2025, I, Major Holden, conducted a random audit of the departments Automated License Plate Reader program. The last audit was performed on February 7, 2025.

From February 7, 2025 through May 22, 2025 a total of 9512 searches were performed.

A review of license plate searches was conducted; all required information was accurately documented. The Flock Transparency Portal was checked and confirmed to be operational.

Regards,

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: August 27, 2025  
Re: Flock Audit

Chief Goncalves,

On August 27, 2025, I, Major Holden, conducted a random audit of the departments Automated License Plate Reader program. The last audit was performed on May 22, 2025.

From May 22, 2025 through August 27, 2025 a total of 6574 searches were performed.

A review of license plate searches was conducted; all required information was accurately documented. The Flock Transparency Portal was checked and confirmed to be operational.

Regards,

Major David Holden



# CITY OF PAWTUCKET

## POLICE DEPARTMENT



Tina Goncalves  
Chief of Police

Office: (401) 727-9100  
Fax: (401) 727-9130

To: Chief Tina Goncalves  
From: Major David Holden  
Date: November 11, 2025  
Re: Flock Audit

Chief Goncalves,

On November 11, 2025 I, Major Holden, conducted a random audit of the departments Automated License Plate Reader program. The last audit was performed on August 27, 2025. From August 27, 2025 through November 11, 2025 a total of 4094 searches were performed.

A review of license plate searches was conducted; all required information was accurately documented. The Flock Transparency Portal was checked and confirmed to be operational.

Regards,

A handwritten signature of Major David Holden.

Major David Holden