



ALAMEDA COUNTY SHERIFF'S OFFICE

YESENIA SANCHEZ
SHERIFF-CORONER

AGENDA ____ June 30, 2026

June 2, 2026

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE AUTOMATED LICENSE PLATE READER, PAN TILT ZOOM, AERODOME DRONE FIRST RESPONDER AND FLOCK OPERATION SYSTEMS

Dear Board Members:

RECOMMENDATION:

Approve an agreement (Procurement Contract No. 30469) with Flock Group, Inc. (Principal: Evand Sandler; Location: Atlanta, Georgia) in the amount not to exceed \$2,421,832 for the following services and terms:

- A. Automated License Plate Reader (ALPR) and Flock Operating Software, for the term 07/01/26 – 12/31/27;
- B. Pan, Tilt, Zoom (PTZ) cameras, for the term 07/08/26 through 12/31/27; and
- C. AeroDome Drone First Responder (DFR), for the term 11/26/26 -12/31/27

DISCUSSION/SUMMARY:

Flock Safety offers a suite of integrated public safety technologies — ALPR (Automated License Plate Reader), PTZ (Pan–Tilt–Zoom) video, Drone as First Responder (DFR), and FlockOS (operational system platform) — designed to enhance situational awareness, rapid response, and inter-agency coordination. FlockOS is positioned as the central “glue” that connects ALPR, PTZ and DFR, overcoming the limitations of standalone tools and centralizes evidence, live feeds, and alerts.

The Alameda County Sheriff's Office (ACSO) currently has three separate contracts with Flock Group, Inc., for three different Flock systems.

On 6/27/23, your Board approved the original agreement (Item No. 63) with Flock for the ALPR system, for the period 7/1/23 – 6/30/24. On 8/4/24, your Board approved the first amendment (Item No. 83) which extended the contract term by one year to 6/30/25. On 4/21/26, your Board approved the second amendment (Item No. 55) which extended the contract term one additional year to 6/30/26.

The ALPR technology has been extremely beneficial since it was implemented by ACSO. The ALPR cameras are used to determine whether a vehicle was at the scene of a crime or involved in the commission of a crime. The use of the system in the unincorporated areas of Alameda County has led to the arrest of violent individuals, an increased number of recovered stolen vehicles, and a significant decrease in violent and overall crime. ACSO has seen a dramatic increase in the number of crimes solved with the aid of the ALPR technology. Just recently on June 8, 2026, ALCO PARK General

Services Administration garage was burglarized. It was determined that four county vehicles, and one rental vehicle had been stolen from the garage. One of these vehicles was a Sheriff's Office SUV equipped with emergency lights and sirens. With the use of Flock ALPR, along with air support assets, all five (5) stolen vehicles were recovered with a suspect in-custody in less than 12 hours.

Per the terms of the contract, the data captured by the ALPR cameras is owned by the Sheriff's Office. ACSO follows all state laws and contract language to ensure the retention and purging of collected data conforms with state law and ACSO General Order 5.42 (ALPR System).

On 4/22/25, your Board approved the contract (Item No. 35) with Flock Group, Inc. for the PTZ cameras for a one-year term which began upon the last camera being operational and the completion of the power hookup by the General Services Agency. The last camera was connected on 11/26/25, with the one-year term ending 11/25/26. The PTZ technology is used by the Real Time Information Center (RTIC) at the Eden Township Substation (ETS). The PTZ system uses situational cameras to provide real-time information to deputies responding to emergency calls. In June 2026, an attempted robbery and shooting of a 14-year-old boy occurred in Castro Valley. Investigators then utilized Flock Automated License Plate Reader (ALPR) cameras and Flock Condor PTZ cameras to confirm the vehicle's license plate and place it in the area at the time of the shooting. Investigators were quickly able to link the vehicle to a suspect, who was arrested a short time later. A search of the vehicle pursuant to a search warrant yielded further evidence of the crime.

Since its implementation, the PTZ system has become an invaluable tool for ACSO deputies. Having access to real-time information is critical for deputies when they respond to calls, which allows them to review and monitor a situation-live and can potentially mitigate serious injury to officers and the public.

On 7/8/25, your Board approved the contract (Item No. 78) with Flock Group, Inc. for the AeroDome DFR (Drone as First Responder) system, for one year upon execution of the contract, which was signed by the president of the board on 7/8/25. The DFR system is a specialized solution designed to rapidly respond to emergency incidents by providing real-time aerial information to first responders before they arrive on scene. This technology significantly enhances situational awareness and improves response times. The DFR system pairs autonomous airborne drones with public safety sensors, including audio detection. When sensors or 911 calls detect incidents like gunshots, the system automatically dispatches a drone to the scene in seconds, providing real-time intelligence. On June 10th, 2026, ETS Patrol responded to a report of a stolen vehicle which had just occurred. Within 4 minutes, the audio detection system was able to locate the vehicle as it was traveling northbound on Liberty St. approaching Oriole Ave. With the assistance of this technology, deputies in marked and unmarked vehicles were able to locate and trail the vehicle. Deputies were able to successfully use Starchase (a GPS tagging and tracking technology that de-escalates high-risk vehicle pursuits) and attempted a traffic stop. The suspect failed to yield, and no pursuit was initiated due to public safety concerns and policy. The suspect fled then jumped into the parking area of a nearby apartment complex where deputies were able to safely take him into custody. The DFR is used by the RTIC and since its implementation has been an invaluable tool for deputies to have access to real-time aerial information when they respond to calls, which improves safety for the deputies and the public.

The Alameda County Sheriff's Office (ACSO) relies on the integrated Flock ecosystem, including DFR, Automated License Plate Recognition (ALPR), Condor PTZ cameras and FlockOS, to provide real-time situational awareness, officer safety, and coordinated crime-fighting capabilities throughout Alameda County. These technologies are interconnected and shared across a regional law enforcement network of 14 Alameda County cities, allowing investigators, dispatchers, RTIC personnel, and field officers to rapidly access and share critical information during active incidents and criminal investigations. Through this interoperable platform, agencies can leverage ALPR data, live camera feeds, drone operations, and investigative intelligence across jurisdictional boundaries, significantly enhancing regional public safety efforts. Without the Flock ecosystem, ACSO would lose

a critical level of interoperability with its law enforcement partners, reducing its ability to coordinate responses, share real-time information, track criminal activity across jurisdictions, and efficiently support countywide public safety operations. Although other vendors provide the services, Flock has integrations that provide complete compatibility within each other. The systems work together not independently. Additionally, the systems work with the other 14 Bay Area law-enforcement agencies as well as East Bay Regional Parks and the California Highway Patrol who all utilize Flock. If we went to another vendor, it is unlikely the systems will talk to each other, and therefore we would lose the integration portion. Additionally, we receive shared information from a local HOA (5 Canyons) and one of the trailer parks in Castro Valley who have their own privately owned Flock cameras. Other big box stores and businesses in Alameda County such as Kaiser Permanente in San Leandro and Oakland and Lowe's and Home Depot in Hayward and Oakland have also purchased Flock cameras and share information with us. Without our Flock system, we would not be able to access these privately owned cameras that are shared with us.

The Sheriff's Office is seeking your Board's approval to consolidate the three individual Flock contracts into one contract for the term starting when the current contracts expire through 1/1/28. ACSO will piggyback off of the contract between Flock Group, Inc and Region 4 Education Service Center to continue the services for an 18-month contract term.

This new consolidated agreement includes additional provisions to strengthen the contract language, address community concerns, and enhanced protections for the County. These provisions are included in the Standard Services Agreement attached to this Board letter.

The ALPR, PTZ, and DFR systems operate on the Flock platform, and the systems function cohesively; working together to support real-time information, crime monitoring, coordinated response efforts, investigative efficiency, and officer safety. This technology is critical to the ongoing operations of the RTIC and is a core component to advance Alameda County's Vision 2036 10x Goals of Accessible & Integrated Infrastructure (Smart Infrastructure and Safety and Security) to implement security systems that ensure the safety of employees, customers and the community, as well as a Crime Free County (Community Safety and Victim/Survivor Support) to ensure a cross-jurisdictional and interagency approach to crime prevention strategies.

SELECTION CRITERIA/PROCESS:

Flock Group, Inc. is the sole manufacturer and developer of the three systems: ALPR, PTZ, and DFR. Flock Group, Inc. is also the sole provider of the hardware, software, services and ongoing support for all three systems.

The Region 4 Education Service Center located in Houston, Texas, is one of 20 regional education service centers established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies and student performance. It submitted the RFP on November 21, 2024 for security software and platforms, and other value added services. There were a total of seven (7) bidders who responded, including Flock Group, Inc. Only six (6) of the bidders were able to meet the requirements of the RFP. Based on this competitive procurement, Flock Group, Inc. won the bid and was awarded a contract for the term 4/1/25 – 3/31/28 with a provision for a 2-year extension.

On 5/8/26, the General Services Agency (GSA) approved a Piggyback Sole Source Acceptance #12034 for the term 7/1/26 to 1/1/28, based off the Region 4 Education Service Center contract with Flock Group, Inc. On 5/29/26, the Office of Acquisition Policy (OAP) approved SLEB waiver #10893, which is valid through 1/1/28.

Honorable Board of Supervisors

June 2, 2026

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The 18-month bridge contract for ACSO will allow sufficient time for ACSO to work with GSA on a competitive Request for Proposal (RFP) process and continue public outreach and education with the county's unincorporated communities.

FINANCING:

No additional appropriation is requested. The cost associated with the Flock Group, Inc. contract is included in the Sheriff's Office FY 2026-27 proposed budget subject to your Board's approval and will be requested in subsequent years. There will be no increase in net County cost as a result of your approval.

VISION 2036 GOAL:

The contract with Flock Group, Inc. for the ALPR, PTZ, and DFR systems meets the 10x goal of **Crime Free County and Accessible & Integrated Infrastructure** in support of our shared visions of **Safe and Livable Communities.**

Respectfully submitted,

Signed by:

April Luckett-Fahimi

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for

Yesenia Sanchez
Sheriff-Coroner

YS:BHW:bhw

110-23

Master Contract No. XXXXXX

Procurement Contract No. XXXX

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Flock Group Inc DEPT #: 290601

TITLE/SERVICE: Real Time Information Center and Drone as First Responder

DEPT. CONTACT: Sgt. Fenton Culley PHONE: _____

I. INFORMATION ABOUT THE CONTRACTOR**YES****NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here: 82-0594875

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES**YES****NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

110-23

Master Contract No. **XXXXXX**

Procurement Contract No. **XXXX**

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES** **NO**

- | | | | |
|----|--|-----|-----|
| 1. | Is the contractor being hired for a period of time rather than for a specific project? | () | () |
| 2. | Will payment be based on a wage or salary (as opposed to a commission or lump sum)? | () | () |

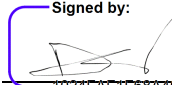
IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES** **NO**

- | | | | |
|----|--|-----|-----|
| 1. | Will the agreement be with an individual who does not have an outside practice? | () | () |
| 2. | Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. | () | () |
| 3. | Will the County provide more than 20% of the contractor's income? | () | () |
| 4. | If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO. | | |

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Signed by:  _____ 1024FAF1F68A40F... Contractor Signature _____ Dan Haley Printed Name _____ 6/9/2026 Date	_____ Agency/Department Head/Designee Signature _____ Printed Name _____ Date
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Master Contract No. **XXXXXX**
Procurement Contract No. **30469**

COUNTY OF ALAMEDA STANDARD SERVICES AGREEMENT

This Agreement, dated as of the date of last signature below, is by and between the County of Alameda, hereinafter referred to as the “County”, and Flock Group Inc, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Flock Condor pan, tilt, zoom (PTZ) cameras, Falcon automated license plate readers (ALPR) and Aerodome Drone First Responder system and supporting software (Flock OS) services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Flock Condor pan, tilt, zoom cameras, Falcon automated license plate readers and Aerodome Drone First Responder (DFR) system and supporting software (Flock OS) Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contracting Compliance Reporting Requirements
Exhibit F	The Iran Contracting Act (ICA) of 2010
Exhibit G	Contractor Terms & Conditions

The term of this Agreement for Flock ALPR and Flock OS shall be from July 1, 2026 through December 31, 2027.

The term of this Agreement for Flock Aerodome DFR shall be from July 8, 2026 through December 31, 2027.

The term of this Agreement for Flock Condor PTZ shall be from November 26, 2026 through December 31, 2027.

The compensation payable to Contractor hereunder shall not exceed *two million four hundred twenty-one thousand and eight hundred thirty-two dollars and five cents (\$2,421,832.05)* for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the

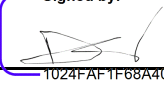
Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

FLOCK GROUP INC

By: _____
Signature

Signed by:
By:  _____
Signature

Name: _____
(Printed)

Name: Dan Haley
(Printed)

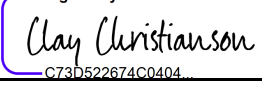
Title: President of the Board of Supervisors

Title: Chief Legal Officer

Date: _____

Date: 6/9/2026

Approved as to Form:
Andrea Weddle, Interim County Counsel

Signed by:
By:  _____
Clay J. Christianson
Deputy County Counsel

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner

with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day. Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Eden Township Substation
15001 Foothill Blvd.
San Leandro, CA 94578
 Attn: Lt. Brian Fernandez

To Contractor: 1170 Howell Mill Rd. NW

Atlanta, GA 0318

Attn: Dan Haley, Chief Legal Officer – Legal Dept.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in

no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation (*attach SLEB waiver*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- 28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or

modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval .
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor

Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Modified Provisions from the Standard Services Agreement

2. Indemnification provision is replaced as follows:

- (a) Contractor shall hold harmless, defend and indemnify the County, its officers, agents, and employees, from and against any and all third party claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.
- (b) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the County, the County and its officers, agents, and employees, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this provision. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This entire indemnifications provision survives completion of the services or the termination of this Contract. The provisions of this indemnification provision are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (d) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section
- (e) This indemnification provision shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

3. Section 3 is edited as follows:

INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the

attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be ~~included as considered~~ an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's commercial general liability and commercial automobile liability insurance policies, ~~including excess and umbrella insurance policies,~~ shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. ~~Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.~~

11. Section 11 is edited as follows:

OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor that are exclusively created or generated from County Data or other information pertaining to County (collectively, "County Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any County Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said County Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use in said County Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the County Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall use commercially reasonable efforts to expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to such that Contractor's County Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth

in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection, subject to Paragraph 33. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such County Documents and Materials.

For clarity, Contractor retains all right, title, and interest in and to its copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor, provided that such items do not constitute County Documents and Materials (collectively, "Contractor Documents and Materials").

17. Section 17 is edited as follows:

AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, use commercially reasonable efforts to make such books and records available to the County for inspection at a location within County ~~or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs.~~ Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

21. The second paragraph of Section 21 is edited as follows:

However, if circumstances or the terms of the contract should change, Contractor shall use commercially reasonable efforts ~~may be required to immediately~~ comply with the County's Small and Emerging Local Business provisions, including but not limited to:

30. The first paragraph of Section 30 is edited as follows:

SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval which in no way shall be unreasonably withheld, or as otherwise set forth herein. Contractor reserves the right to utilize subcontractors and sub-subcontractors (collectively known as "Sub-contractors") in performance of services. Contractor represents that all its Sub-contractors (i) will be competent to perform the services; (ii) will exercise commercially reasonable standards in performing these services; and (iii) will comply with all terms and conditions applicable to Contractor in the performance of services.

Section 33 is edited as follows:

PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with a third party claim ~~an asserting~~ that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding the foregoing, Contractor's obligations under this Paragraph 33 shall apply only to claims alleging that the Contractor Products, when used as authorized under this Agreement, infringe a valid patent, registered copyright, or other registered intellectual property right under the laws of the United States. Contractor shall have no obligation under this Paragraph 33 to the extent any claim arises from (i) use of the Contractor Products in violation of this Agreement, (ii) modification of the Contractor Products by County or a third party, (iii) combination of the Contractor Products with

products, software, services, or data not supplied by Contractor, or (iv) data, content, materials, or information provided by or on behalf of County. This Paragraph 33 states Contractor's sole and exclusive liability, and County's sole and exclusive remedy, with respect to claims of intellectual property infringement.

- d. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

New Provisions

1. INFORMATION SECURITY AND DATA PROTECTION

a. Compliance with Data Protection Laws: The Contractor recognizes and agrees that:

- i. "County Data" means that data as described in this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the County in connection with this Agreement. County Data includes, without limitation, Confidential Information. County Data shall also include all images, videos, audio and other data captured by Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
- ii. "Confidential Information" means confidential information of either Party, including, but not limited to, criminal justice information ("CJIS data"), personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information, that is subject to local, state or federal laws restricting the use and disclosure of such information, which may include, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code Section 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code Section 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. Sections 6801(b) and 6805(b)(2); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 DFR Part 160 and Subparts A, C, and E of part 164).
- iii. The Contractor shall not share, transfer, grant access to, or otherwise make available any County databases, County Data, or technology access provided under this Agreement to the United States Department of Homeland Security or its immigration enforcement partners including but not limited to United States Immigration and Customs Enforcement and United States Border Patrol, except pursuant to a subpoena, judicial warrant, or court order, or as otherwise required by applicable law. Upon receipt of any request from the Department of Homeland Security or its immigration enforcement partners for access to

County Data or County technology systems, the Contractor shall promptly notify the County before any disclosure and cooperate with the County's right to intervene.

- iv. **County Notification and Objection Rights:** The Contractor shall comply with the notification and cooperation requirements set forth in this Agreement for all requests for disclosure of County Data. In addition, the Contractor shall:
 - a. Provide the County with immediate notice (within forty-eight (48) hours) upon receipt of any request for disclosure of Safety Data, regardless of whether the request is accompanied by legal process;
 - b. Provide the County with copies of any subpoena, warrant, court order, or other legal process, and any written request from law enforcement or governmental entities, within forty-eight (48) hours of receipt;
 - c. Cooperate reasonably with the County in evaluating or responding to requests for disclosure, including, where permitted by law, providing advance notice prior to any production;
 - d. Direct requesting parties to the County or originating agency as the appropriate entity to respond to requests for County Data and, to the extent Contractor is legally required

b. Use of County Data and Confidential Information. Contractor agrees to hold County Data received from or created on behalf of the County in strictest confidence. Contractor shall not use or disclose County's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the County. Any work using, or sharing or storage of, County Data outside the United States is subject to prior written authorization by the County. Access to County's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the County Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the County Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of County Data by Contractor, subcontractors or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

- iii. **Disposition of County Data.** During the term of this Agreement, Customer Data available for download and preservation by Customer will be maintained for the document retention period as defined in the order form. Upon termination of this Agreement. Upon request of County or termination or expiration of this

Agreement, and pursuant to any document retention period required by this Agreement, all Customer Data will be deleted within the retention period, unless such data must be retained in accordance with Applicable Law or policy (e.g., inter-agency audit log integrity or metadata held for evidentiary authentication).

- iv. Ownership of County Data and Anonymized Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the County Data and any derivative works exclusively created or generated from the County Data or other information pertaining to the County is the exclusive property of the County. Contractor shall reserve the right to collect, analyze, and anonymize County 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. County hereby grants Contractor a non-exclusive, irrevocable, worldwide, royalty-free license to access and disclose the County data solely for the purpose of providing Services to County. Contractor does not own and shall not sell or share Anonymized Data, except as required to provide Services to the County. "Anonymized Data" means only statistical or aggregated information derived from County ALPR Data that has been irreversibly de-identified and combined with sufficient data from multiple sources such that neither County, any individual, any vehicle, any license plate, any registered owner, any investigation, nor any specific location or travel pattern can reasonably be identified or reconstructed. Anonymized Data shall not include raw ALPR data, images, plate reads, plate numbers, hashes of plate numbers, geolocation coordinates, timestamps, movement histories, watch-list information, investigative data, or any derivative data capable of being used to identify, infer, or reconstruct the movements or activities of a specific vehicle or individual. Unless requested by County for specific images captured by Contractor through its equipment, all such images must be destroyed within 365 days of having been recorded. For clarity, the Contractor retains all rights, including all intellectual property rights, in and to any derivative works that are not created or generated from the County Data or other information pertaining to the County.
- v. Backup and Recovery of County Data. As a part of the Services, Contractor is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event of data corruption or interruption of the Services. Contractor shall maintain a contemporaneous backup of County Data that can be recovered within the requirements in this Agreement and maintaining the security of County Data as further described herein. Contractor backup of County Data shall not be considered in calculating storage used by County.
- vi. Data Breach; Loss of County Data. In the event of any Data Breach, act, Software Error, omission, negligence, misconduct, or breach that compromises

or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall, as applicable.

Notify County as expeditiously as reasonable following confirmation, but no later than forty-eight (48) hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:

- (a) the nature of the unauthorized access, use or disclosure;
- (b) the Confidential Information accessed, used or disclosed;
- (c) the person(s) who accessed, used, disclosed and/or received protected information (if known)
- (d) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- (e) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

In the event of a confirmed Breach, Contractor shall keep County informed regularly of the progress of its investigation until the uncertainty is resolved;

Contractor shall coordinate with County in its breach response activities including without limitation:

- (a) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
- (b) Promptly (within 2 business days) designate a contact person to whom County will direct inquiries, and who will communicate Contractor responses to County inquiries;
- (c) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore County service(s) as directed by County, and undertake appropriate response activities;

Additional Provisions

- (d) Provide status reports to County on Data Breach response activities, either on a daily basis or a frequency approved by County;
- (e) Make all reasonable efforts to assist and cooperate with County in its Breach response efforts;
- (f) Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in County-initiated meetings and/or conference calls regarding the Breach; and
- (g) Cooperate with County in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County.

In case of Personally Identifiable Information (PII) or Protected Health Information (PHI), at County's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse County for any costs in notifying the affected individuals;

In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than twenty-four (24) months following the date of notification to such individuals;

Perform or take any other actions required to comply with applicable law as a result of the occurrence;

To the extent commercially practicable, recreate lost County Data in the manner and on the schedule set by County without charge to County; and

Provide to County a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at County's election) information that may include: name and contact information of Contractor's (or County's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such

Additional Provisions

loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

Contractor shall retain and preserve County Data in accordance with County's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by County to Contractor, independent of where County Data is stored.

County shall conduct all media communications related to such Data Breach, unless in its sole discretion, County directs Contractor to do so.

2. Conflicting Provisions. In the event of a conflict between these General Conditions set forth in the Standard Services Agreement and Additional Provisions and those of any Exhibit or attachment hereto, these General Conditions shall prevail. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by County shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the County shall prevail over those preferred by the Contractor.

3. Enforceable Remedies for Breach

The Agreement shall include enforceable remedies for any material breach of contract, including but not limited to unauthorized disclosure, misuse, access, or dissemination of Alameda County Sheriff's Office ("ACSO") data.

4. Audit Rights and Transparency

ACSO shall retain full audit rights and authority over all County-owned data at any time upon request, including the ability to review and audit all access to County data by any ACSO-approved individual, vendor representative, customer support personnel, or technical services staff.

5. Refunds

Except in the event County terminates this Agreement for Contractor's material breach in accordance with Section 7.2 of Exhibit G, Contractor shall not refund County for any amounts paid pursuant to this Agreement.

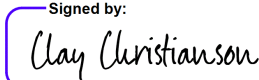
County Counsel Signature  Signed by: Clay Christianson
C73D522674C0404

EXHIBIT A

DEFINITION OF SERVICES

Flock Safety + CA - Alameda County SO

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

MAIN CONTACT:
Evan Sandler
evan.sandler@flocksafety.com
+19493552100

Created Date: 05/27/2026
Expiration Date: 07/01/2026
Quote Number: Q-204161
PO Number:

flock safety

ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

Bill To: 1401 Lakeside Dr Fl 12 Oakland, California 94612

Subscription Term: 18 Months

Billing Company Name: CA - Alameda County SO

Payment Terms:

Billing Contact Name:

Retention Period: 365 Days

Billing Email Address:

Billing Frequency: Annual - First Year at Signing.

Billing Phone:

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety Flock OS			
FlockOS Premium Solution	\$153,120.00	1	\$229,680.00
Flock Safety Platform - FreeForm Add-On	\$102,877.50	1	\$154,316.25
Flock Nova - Customer Data	\$153,120.00	1	\$229,680.00
Flock Nova - OSINT Data	\$38,280.00	1	\$57,420.00
Flock FreeForm™ - Included Integrated Video Streams (Included in Premium)	Included	20	\$0.00
Flock Safety - FlockOS® - Freeform Add-On (Included in Premium)	Included	1	\$0.00
Flock FreeForm™ - Additional Integrated Video Streams (Included in Premium)	Included	1	\$0.00
Flock Safety LPR Products			
Flock Safety Falcon®	\$2,871.00	92	\$396,198.00
LPR Camera - For Approved Trailers	\$4,785.00	2	\$14,355.00
Flock Safety Drone Hardware and Services			
Flock DFR - Radar	\$143,550.00	2	\$430,650.00
Flock DFR - M4TD + Dock 3	\$47,850.00	3	\$215,325.00
Flock Aerodome DFR - Alpha + Dock	\$119,625.00	3	\$538,312.50
Flock911 (Included in Premium)	Included	1	\$0.00
Flock Safety Video Products			
Flock Safety Condor™ PTZ w/ Agency provided LTE Connectivity	\$2,871.00	16	\$68,904.00
Community Partnership Video Camera (Included in Premium)	Included	22	\$0.00
Flock Safety Wing™ Gateway - 16 Streams (Included in Premium)	Included	22	\$0.00
Wing® Gateway 2.0 - 16 Streams	\$1,435.50	22	\$47,371.50
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	\$287.10	92	\$39,619.80

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Video Camera Professional Services - Standard Implementation Fee	\$0.00	1	\$0.00
Professional Services - Video Integration Gateway Implementation Fee	\$0.00	22	\$0.00
Professional Services - Flock911 Implementation Fee	\$0.00	1	\$0.00
Discounts:			(included in the premium pricing)
Estimated Tax:			\$0.00
Contract Total:			\$2,421,832.05

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

Proposed Special Terms: This term shall be effective 07/01/2026 - 12/31/2027. This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

The term for each individual service (ALPR, PTZ, and DFR) included in this Order Form shall commence upon the expiration of its respective current contract term.

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$33,991.50
Flock Safety Add-ons	\$21,613.95
Flock Safety Professional Services	\$51,177.55

Billing Schedule

Payment Schedule	Amount (USD)
First year at signing	\$1,614,554.70
7/1/2027 - 9/30/2027	\$403,638.68
10/1/2027 - 12/31/2027	\$403,638.67
Total	\$2,421,832.05

Product and Services Description

FlockOS Features	Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.
Flock DFR - M4TD + Dock 3	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock Aerodome DFR - Alpha + Dock	NDAA-compliant Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes NDAA-compliant Alpha drone, camera, batteries, and battery swapping dock. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Flock Nova - Customer Data	Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks.
Flock Nova - OSINT Data	Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data.
LPR Camera - For Approved Trailers	Preconfigured LPR camera for use on approved trailers
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
FlockOS Premium Solution	FlockOS Premium Solution
Community Partnership Video Camera	Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement
Flock Safety Video Integration Gateway - 16 Streams, fka Wing	Gateway - 16 streams
FlockOS Premium	FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity.
Flock911 - GovWorx	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Video Camera 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

Additional Provisions

	Implementation Service Brief.
Professional Services - Video Integration Gateway Implementation Fee	
Flock Safety - FlockOS® - Freeform Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they are detected by your Flock LPR cameras.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time Alerting on Flock Hardware	Receive LPR, video, and audio alerts on a single interface, providing real-time event details, locations, and nearby cameras.
Real-Time Traffic Layer	Overlay live traffic data onto your agency's operational map, integrating it with CAD calls, body camera locations, and police vehicle positions.
Camera Direction Indicator Tool	The Camera Direction Indicator in FlockOS visually displays the viewing angles of live video and/or LPR cameras on the Flock Map.
Map Attachments	Easily managed through the Flock Admin portal, Map Attachments enables agencies to store and access key operational data for dispatchers, patrol officers, and command staff.
Custom Map Layers	Powered by ESRI, the FlockOS Map supports 3D visualizations, floor plans, GIS data layering, and allows users to upload custom map layers for a tailored mapping experience
Real-Time Routing	Promote safety by anticipating a defined area where a vehicle could be located that alerts on an LPR camera through advanced analytics.

Additional Provisions

Recent LPR Images	View recent snapshots from nearby LPRs in a map-based modal to help operators visually scan for vehicles matching a description and identify plates in real time.
Flock Aerodome Drone Location & Live Viewing	FlockOS integrates Aerodome drones to stream live video and GPS data directly into the platform, providing real-time aerial visibility for law enforcement operations.
Computer Aided Dispatch (CAD) Connection	Seamlessly incorporates your CAD system into FlockOS™. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions.
Receive External CAD	View supported CAD calls for service shared by neighboring agencies, providing real-time visibility into active incidents to improve cross-jurisdictional coordination.
Automatic Vehicle Location (AVL) Connection Inside Agency	Displays real-time patrol officer locations from your agency in a unified map view by integrating Automatic Vehicle Location (AVL) data through supported product integration; with an API being provided for other vendors if specific integration is not available.
Body Worn Camera Live Location	Displays real-time patrol officer locations in a unified map view by integrating Body-Worn Camera Location (BWC) data through supported product integrations; with an API being provided for other vendors if specific integration is not available.
FirstTwo Connection	Law enforcement agencies with an existing FirstTwo account can integrate it with FlockOS to access real-time open source intelligence data, including information about residents at specific locations, details about people e.g. phone number, names, ages, to enhance situational awareness and response coordination.
Drone Integration	Access live drone video feeds, locations, and device statuses from supported products in one unified map view; with an API being provided for locations and device statuses for other vendors if specific integration is not available.
External Automatic Vehicle Location (AVL) Connection	Integrates AVL data from connected agencies, providing a centralized operational view of officer and vehicle locations to enhance interagency collaboration.
Map Based Viewing of 3rd Party Video Inside Agency	Consolidate integrated third-party cameras onto a single operational view, making it easy to locate, activate, and monitor live video feeds in real time.
Access to Live Video Outside of Agency Jurisdiction	Agencies can view live and recorded footage from neighboring agencies; cameras- whether from schools, traffic cameras, or third-party video feeds in a centralized system for cross-jurisdictional collaboration.
Video Integration with Cloud, Gateway, VMS	Agencies can access and manage video feeds from connected public and private camera systems in one secure platform via Flock's Video Integration products.
Public/Private Partnership MOU Creation	Flock Safety facilitates the legal agreements needed for public-private video sharing, ensuring compliance and reducing administrative workload for law enforcement agencies
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
Custom Community Partnership Website	The Community Partnership Website is a customized, professionally designed platform that helps businesses and residents register their cameras, access public safety resources, and actively support local law enforcement efforts.
Community Rollover Program	The Flock Safety Community Rollover Program allows law enforcement agencies to establish public-private camera partnerships with flexibility. Any unused community camera connections can be converted into Flock Safety equipment, such as LPR cameras, live video cameras, or audio detection devices, ensuring all investments contribute to public safety.
Community Partnership Support Team	The Flock Safety Community Partnership Support Team provides guidance and resources to help agencies engage local businesses and residents, build public support, and establish effective safety partnerships.
Dedicated Customer Success Manager	A dedicated Customer Success Manager serves as your agency's primary contact, providing expert assistance to streamline deployment, maximize efficiency, and ensure long-term success with FlockOS.
Personalized Training by Flock's RT Consulting Team	Flock Safety offers onsite training and consulting led by former law enforcement professionals (one consultant for six hours) to facilitate seamless integration, enhance user proficiency, and optimize the implementation of FlockOS.
Unlimited Users	Unlimited users for FlockOS

Additional Provisions

Utilization of Flock Safety Mobile App	Increase case clearance on-the-go with real-time alerts and searchable LPR data for mobile devices via the Flock Safety Mobile App, available on Android and iOS devices.
Live Location Sharing from Flock Safety Mobile App	Live Location Sharing in the Flock Safety Mobile App allows officers to share their real-time location with dispatch and command staff through FlockOS Map, enhancing coordination and safety.



Master Contract No. **XXXXXX**
Procurement Contract No. **30469**

PRODUCT ADDENDUM

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM
FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the "**Flock Services**") and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the "Flock Hardware") listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer's error, additional spares, etc.) at Flock's then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer's delivery address set forth in the Order Form ("Delivery Point"). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock's notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer's request, Flock will make available an employee or independent contractor pilot (each a "Pilot") to Customer for purposes of operating the Flock Hardware (hereafter the "Pilot Services") at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT.

Customer's obligations with respect to this Section shall commence upon delivery of the Flock Hardware. **2.2** Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

- 3. FEES.** The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.
- 4. FLOCK DRONE IP.** Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any Flock Drone IP to any third party without the prior express written consent of Flock.
- 5. NDAA COMPLIANCE GUARANTEE.** In the event of a federal or state law, regulation, or enforceable governmental order ("**Legal Prohibition**") that prohibits the use, operation, or procurement of drones manufactured by DJI or any other Chinese-made drone manufacturers ("**Restricted Drones**"), Flock will provide replacement drones that are fully compliant with the National Defense Authorization Act ("**NDAA Compliant Drones**"). Upon confirmation of a Legal Prohibition affecting Customer's use of Restricted Drones, Flock shall replace all Restricted Drones that are part of the Customer's Flock Services and subject to Legal Prohibition with NDAA Compliant Drones of comparable functionality and specifications. The replacement process shall commence within a commercially reasonable time of the effective date of the Legal Prohibition and be completed within a commercially reasonable timeframe. The replacement shall be provided at no additional cost to Customer.

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“**VOs**”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

Discussing maintenance list for the drone, and how to maintain airworthiness

- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. **DEPLOYMENT SUPPORT**

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and will include Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B
SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.



Master Contract No. **XXXXXX**
Procurement Contract No. **30469**

EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within sixty (60) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County.
3. Total payment under the terms of this Agreement will not exceed the total amount of *two million four hundred twenty-one thousand and eight hundred thirty-two dollars and five cents (\$2,421,832.05)*. This cost includes all taxes and all other charges.



EXHIBIT C

INSURANCE REQUIREMENTS

1. Required Coverage. Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees, or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

2. Types and Amounts Required. Flock shall maintain the following insurance coverage for the duration of the Agreement:

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

(b) Workers Compensation insurance in accordance with statutory limits;

(c) Professional Liability/Errors and Omissions insurance with limits of Five Million Dollars (\$5,000,000) each claim and in the aggregate;

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

(e) Cyber Liability insurance written on a per claim basis with limits of Five Million Dollars (\$5,000,000).

Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

Exhibit C-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN134017657-GAUWE-25-26

CONTACT

NAME: Antonia Royal
PHONE (A/C No. Ext): 415-743-8059 FAX (A/C No): 415-743-8080
E-MAIL ADDRESS: Antonia.royal@marsh.com

INSURER(S) AFFORDING COVERAGE

INSURER A : Berkley National Insurance Company	NAIC # 38911
INSURER B : Federal Insurance Company	20281
INSURER C : Homeland Insurance Company Of New York	34452
INSURER D : QBE SPECIALTY INSURANCE COMPANY	11515
INSURER E : Vantage Risk Specialty Insurance Company	
INSURER F : QBE Underwriting Ltd. Syndicate 5555	

COVERAGES

CERTIFICATE NUMBER: SEA-003932796-14

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:		VGL 9750843-10	10/23/2025	10/23/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		(25) 7365-58-85	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR		140010841 (Primary \$3M)	10/23/2025	10/23/2026	EACH OCCURRENCE \$ 10,000,000
E	☒ EXCESS LIAB ☐ CLAIMS-MADE		P03XC0000093270 (\$3.5M p/o \$7M)	10/23/2025	10/23/2026	AGGREGATE \$ 10,000,000
F	DED ☒ RETENTION \$ 10,000		B0509MPSPB2504930 (\$3.5M p/o \$7M)	10/23/2025	10/23/2026	\$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	71845256	10/23/2025	10/23/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions/ Cyber		730000029-0001 SIR: \$100,000	08/23/2025	08/23/2026	Limit: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Alameda
Administration Building
1221 Oak Street
Suite 555
Oakland, CA 94612

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Flock Group Inc

PRINCIPAL: Dan Haley

TITLE: Chief Legal Officer

SIGNATURE:

Signed by:

1024FAF1F68A40F...

DATE: 6/9/2026



Master Contract No. **XXXXXX**
Procurement Contract No. **30469**

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



Master Contract No. **XXXXXX**
Procurement Contract No. **30469**

EXHIBIT F

COUNTY OF ALAMEDA The Iran Contracting Act (ICA) of 2010 For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

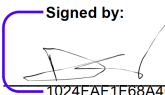
By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

CONTRACTOR: Flock Group Inc

PRINCIPAL: Dan Haley

TITLE: Chief Legal Officer

SIGNATURE: 
1024FAF1F68A40F...

DATE: 6/9/2026

Exhibit G Master Services Agreement

1. DEFINITIONS

1.1. “Agreement” means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, and each Order Form, each of which is incorporated by reference herein.

1.2. “Applicable Law” means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party’s performance of its obligations under this Agreement.

1.3. “Authorized End User(s)” means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.

1.4. “Confidential Information” means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party’s possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

1.5. “Customer Data” means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (e.g., images, audio, and/or video) and the metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer’s direction.

1.6. “Customer Hardware” means the third-party hardware owned, or otherwise provided, by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.

1.7. “Customer Implementation Guide” means the terms and conditions related to implementation located at <https://www.flocksafety.com/implementation-guide>.

1.8. “Effective Date” means the date this Master Services Agreement is executed by both Parties.

1.9. “Feedback” means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.

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

2. ACCESS AND USE

2.1. Provision of Access. Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.

2.2. Authorized End Users. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a

name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without Flock's prior written permission. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.

2.3. Access and Use Restrictions. Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Property, except as specifically permitted under the Agreement. Use of, or access to, Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, and Flock is entitled to injunctive relief to prevent such violation. In the event of a violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "**Service Suspension**"). Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

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

3.2. Service Disruptions. Flock Services may be disrupted in the event that: (a) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock's provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d)

there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance ("**Service Disruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer's direct actions or omissions (or those of parties associated with Customer), the term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer's sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

4. DATA USE AND LICENSING

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

4.2. Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

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

disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof.

6. PAYMENT OF FEES

6.1. Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices forty-five (45) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns to billing@flocksafety.com.

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

6.3. Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient, valid tax exemption certificate authorized by the appropriate taxing authority. Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1. Term. This Master Services Agreement will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein. Unless otherwise indicated on the Order Form, the subscription term of the Order Form shall be tied to the first installation of Flock Hardware, as applicable.

7.2. Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets

of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

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

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

8. REPRESENTATIONS AND WARRANTIES

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

8.2. Flock Representations and Warranties. Flock represents and warrants to Customer that (a) the Flock Services, when used in accordance with the Agreement and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Flock makes no warranty to the extent such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment not provided by Flock, where such infringement would have been avoided absent such combination, or (ii) any breach of the Agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on Customer’s behalf; (b) Flock’s personnel will perform the Flock Services in a professional and workmanlike manner, consistent with generally accepted industry standards; and (c) Flock’s personnel performing the Flock Services will be appropriately trained for their assigned roles and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

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

8.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party’s execution of the Agreement is not in violation of such Party’s bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5. Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT

MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit C.

9. LIMITATION OF LIABILITY. Flock's cumulative, aggregate liability in connection with, or arising in any way or in any degree from, the Agreement, from the Flock Services, or otherwise from the acts or omissions of FLOCK will not exceed the total amount paid by Customer to Flock in the twelve (12) months before such claim arose. Notwithstanding anything to the contrary, Flock will not be liable for indirect, exemplary, punitive, special, incidental, or consequential damages or losses; additional overhead and payroll; lost profits or business opportunities; loss of data; or the cost of procurement of substitute items or services. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

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

10.1. Flock Hardware. 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 Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.

10.2. Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.

10.3. Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby

authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

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

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

11. MISCELLANEOUS

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

11.2. Assignment. Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.

11.3. INTENTIONALLY OMITTED

11.4. Relationship. The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.

11.5. Governing Law; Dispute Resolution. The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a “*Dispute*”) shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflicts of laws principles. The United States District Court for the Northern District in the State of California will be the exclusive venue for any resolution of any Dispute. If the United Stated District Court for the Northern District in the State of California does not have subject

matter jurisdiction, California state courts shall be the exclusive venue for any resolution of any Dispute. The Parties hereby submit to and consent irrevocably to the jurisdiction of such court for these purposes. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.6. Publicity. Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.

11.7. Feedback. Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.

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

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

11.10. Conflict. To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included ("**Special Terms**"). To the extent that any terms of this Master Services Agreement are inconsistent or conflict with the Special Terms set forth in any Order Form, the Special Terms shall control.

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

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

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

11.14. Force Majeure.

11.14.1. If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section 11.14.2.

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

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

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

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

Certificate Of Completion

Envelope Id: F26075FF-3CE6-80DE-837F-4B01DA8F9831

Status: Completed

Subject: Complete with Docusign: New Flock Combined SSA (Flock 2026.06.09) Final Executable.pdf

Source Envelope:

Document Pages: 53

Signatures: 4

Envelope Originator:

Certificate Pages: 1

Initials: 0

Jackie Fishbein

AutoNav: Enabled

1170 Howell Mill Rd NW

Envelopeld Stamping: Enabled

Unit 210

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30318

jackie.fishbein@flocksafety.com

IP Address: 108.49.216.89

Record Tracking

Status: Original

Holder: Jackie Fishbein

Location: DocuSign

6/9/2026 6:09:26 PM

jackie.fishbein@flocksafety.com

Signer Events

Signature

Timestamp

Dan Haley

dan.haley@flocksafety.com

Chief Legal Officer

Dan Haley

Security Level: Email, Account Authentication
(None)

Signed by:

1024FAF1F68AA40F...

Signature Adoption: Drawn on Device

Using IP Address: 99.196.129.202

Sent: 6/9/2026 6:11:43 PM

Viewed: 6/9/2026 6:13:49 PM

Signed: 6/9/2026 6:14:11 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/9/2026 6:11:44 PM

Certified Delivered

Security Checked

6/9/2026 6:13:49 PM

Signing Complete

Security Checked

6/9/2026 6:14:11 PM

Completed

Security Checked

6/9/2026 6:14:11 PM

Payment Events

Status

Timestamps



PRINT FORM



OFFICE OF ACQUISITION POLICY (OAP) REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS

28686

For Federal grant funds: Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) *prior* to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

For ALL REQUESTS over \$3000 and for Non-Federal SLEB Waivers, requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. **See "Online SLEB Waiver Request"**. Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or **approved** Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

SLEB Waivers:

[Procurement Policy and Procedures Overview](#)
[PO Checklist](#)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

☒ Requesting Department ☐ GSA Procurement managing the competitive process

Department: Primary Requestor*: Email: Telephone #:

(Optional) Secondary Requestor**: Email: Telephone #:

GSA Procurement/Auditor: ☐ Same as Department Contact Contact Name: Email: Telephone #:

2. Recommended Vendor (Name): PO#: REQ#:

Country:

Street Address: City: State: Zip:

3. Procurement Type (check all appropriate boxes below):

☒ New Contract ☐ Renewal Contract ☐ Contract Amendment-Term ☐ Contract Amendment-Value ☐ Other

4. Total PO/Contract Value (including increase, if any) \$; Increase Value (if any) \$

Contract Term Start Date End Date **OR** One-Time Purchase ☐

5. Goods/Services Procurement Description:

ACSO has existing contracts with Flock Safety for Automated License Plate Readers (ALPR), Situational Condor cameras (PTZ), Aerodome Drone First Responder (DFR), Flock OS software elite, all currently being used in the Real Time Information Center at the Eden Township. These contracts expire soon. ACSO plans to utilizing Omnia purchasing to use an existing competitive bid (RFP) to continue services for 18 months while we craft our own internal RFP for services at the direction of the BOS.

407 characters remaining.

6. Brief explanation of why goods/services are required:

These services are critical to the ongoing operations of the RTIC and have become deeply integrated into the county's public safety technology infrastructure. The County has made substantial financial and operational investments to ensure these systems function cohesively with other approved platforms, including Peregrine, Axon, FirstTwo, and Mark43. These integrations support real-time information sharing, coordinated response efforts, investigative efficiency, and officer safety. Replacing or separating these interconnected systems would create operational gaps, increase costs, reduce efficiency, and negatively impact the County's ability to deliver effective public safety services.

207 characters remaining.

7. Date Goods/Services Needed: 07/01/2026

a. What are the consequences if the date goods/services needed is not met?

Without this technology, public safety operations and investigative capabilities throughout the county would be significantly diminished. At this time, there are no available SLEB-approved vendors within the county capable of providing the same integrated services, functionality, and operational support. The loss or disruption of these systems would negatively impact real-time crime analysis, critical incident response, investigative efficiency, interagency coordination, and the ability to rapidly identify and apprehend suspects, recover stolen vehicles, and respond to emerging public safety threats. Continued access to these technologies is essential to maintaining current operational effectiveness, officer safety, and community safety outcomes.

144 characters remaining.

8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:

Flock Safety already is an existing business with the county and has existing service at ETS ecosystem and infrastructure.

778 characters remaining.

9. IF APPLICABLE: New Sole Source submitted to Procurement Department: ☒ **OR** Existing Approved Exception on File: ☐ **OR** Not Applicable: ☐

10. Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s), including:

- ☒ Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

- a. There are no other SLEB companies that provide this software and camera system that integrates with out current existing Flock Safety equipment

757 characters remaining.

- b. List of items or selected portions of work proposed to be performed by certified business in order to increase the likelihood of achieving the stated goal:

Software is cloud based and county assistance is not needed.

840 characters remaining.

Description of information provided to certified contractors/subcontractors regarding the plans, specifications and anticipated time schedule for portions of the work to be performed:

C. Flock Safety is simply modifying our access to their cloud based software and adding non-fixed mobile charging stations to their existing equipment for use in the ETS Real-Time Information Center.

704 characters remaining.

Supporting Documents:

[Approved PB 12034 Flock ACSO Finding Memo with BOS.pdf](#)
[CA - Alameda County SO _Quote\(OMNIA\)V2.pdf](#)
[TAR v3.docx.pdf](#)

11. If the contract is over \$100,000, is the recommended vendor able to comply with the First Source Program?

Yes: ☒

No: ☐

If No, explain:

900 characters remaining.

12. Related SLEB Waiver Requests:

13. Department Certification: I certify to the accuracy of the preceding statements,

SDM0775

Signature of Agency/Department Head
or Designee or GSA Procurement Manager (if GSA Procurement managed the process)

Simone D. Murphy

Print Name

05/29/2026

Date

OAP to complete below:

A. Request Approved: ☒

Waiver Valid Through: 01/01/2028

SLEB Waiver Number: 10893

Reason: Piggyback Contract

If Other, please
explain: # 12034

893 characters remaining.

B. Request Denied: ☐

Reason:

900 characters remaining.

C. Disregard: ☐

Reason:

900 characters remaining.

D. Other: ☐

Reason:

900 characters remaining.

DCARVALH

Signed by GSA-Office of Acquisition Policy (Required)

05/29/2026

Date

Go Back

*Primary Requestor - Main Contact **Secondary Requestor - Backup Contact



May 28, 2026

TO: Detra Dillon, Procurement Administrator, General Services Agency

FROM: **Paul Biondi**, Procurement & Contracts Specialist

SUBJECT: FINDING OF PIGGYBACK ACCEPTANCE # **12034**
PURCHASE FROM **FLOCK GROUP INC. dba FLOCK SAFETY** LOCATED IN
ATLANTA, GA

This is to document my finding that a piggyback on the **OMNIA Partners Region 4 Education Service Center contract R250203, End Date 3/31/28** for the purchase of **license plate recognition cameras, software, safety platform operating system, drones, data, video streams, and a customer gateway** in the amount of **\$2,421,832.05 (\$1,594,840.50 goods, \$826,991.55 services)** for the approximate term of **07/01/2026-01/01/2028** for the **Alameda County Sheriff's Office (ACSO)** is a reasonable and appropriate method of purchase.

In accordance with the County Administrative Code Section 4.12.010 entitled "Purchases to be by Competitive Quotation," all purchases of and contracts for materials, supplies, services, furnishings, equipment, livestock, and other personal property shall be based wherever possible on competitive quotations.

I have reviewed the attached Departmental Justification to Request a Waiver of County Competitive Bidding Requirement by Piggyback and researched the product/marketplace/contract's terms and conditions/internet. *As part of the competitive bidding process, Region 4 Education Service Center, a regional education service agency, awarded a contract to Flock Group Inc. dba Flock Safety for Weapons and Threat Detection Equipment Services, and Other Solutions, expiring on 3/31/28. ACSO requires license plate recognition cameras, software, safety platform operating system, drones, data, video streams, and a customer gateway from Flock Group Inc., dba Flock Safety for the ACSO Real Time Information Center (RTIC). ACSO is using Flock Group Inc., dba Flock Safety as part of a centralized information and technology hub that supports real-time crime monitoring, officer safety, and coordinated multi-agency public safety operations throughout Alameda County. The RTIC integrates tools such as automated license plate recognition, drone first responder, computer assisted dispatch, a record management system, video platforms, and investigative databases to provide live situational awareness, crime analysis, and rapid operational support for patrol, investigations, and emergency response efforts.*

The Independent Cost Estimate was completed by **ACSO** in the amount of **\$2,421,832.05**. Based on my research I have determined that it is in the best interest of the County to obtain the product/service and or supplier as requested to satisfy the County's requirements.

ACSO is to obtain Board approval for services that exceed \$25,000 requesting authorization from the President of the Board to sign the contract or approve the purchase. The Auditor-Controller issues Board signed contracts, Board approved purchase orders and purchase order changes with/without signed contracts.

GSA Procurement:

Approved: 

Detra Dillon, Procurement Administrator

5/29/2026

For supporting documentation see salesforce bid waiver record # **12034**





EDEN TOWNSHIP SUBSTATION

Real Time Information Center (RTIC)



Alameda County Sheriff's Office



REAL TIME INFORMATION CENTER (RTIC)

The RTIC is dedicated to enhancing public safety and security throughout Alameda County.

Our mission is to provide timely information to first responders and our outside agency partners.



REAL TIME INFORMATION

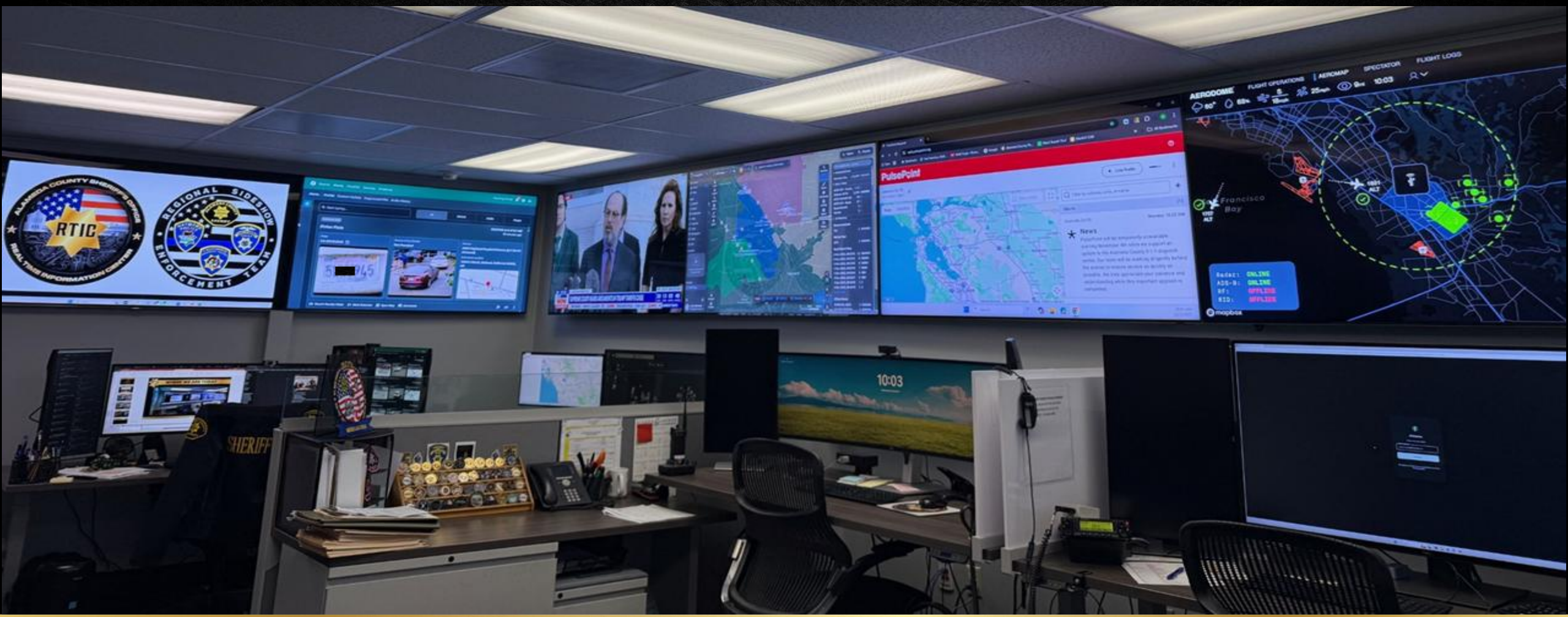
**The RTIC leverages technology to support public safety,
effective crime prevention, and rapid response to
incidents and help make**

ALAMEDA COUNTY CRIME FREE

**ACSO is committed to transparency, accountability, and
community collaboration**



WHERE WE ARE TODAY





RTIC

RTIC has taken three years to build.

ACSO has made a substantial investment in technology, hardware and software

A key component is the use of Flock Group Incorporated's technology



ACSO RFP INTENT

ACSO is requesting approval of a contract through Omnia purchasing to use an existing competitively bid (RFP) for Flock Group Incorporated to continue existing services for 18 months as a bridge while we develop an RFP for services



RTIC COMPONENTS

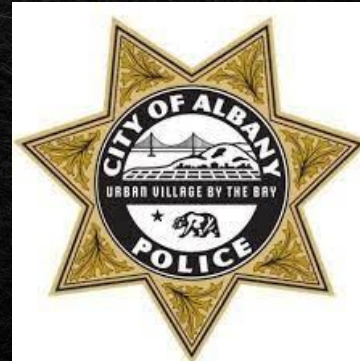
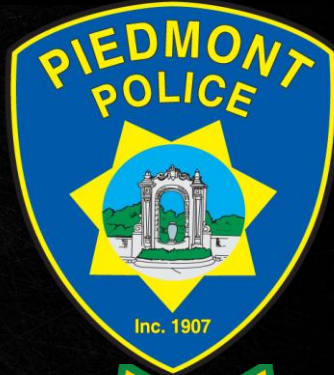
ACSO has existing contracts with Flock Group Incorporated

- **Automated License Plate Readers (ALPR)**
- **Pan Tilt Zoom cameras (PTZ)**
- **Aerodrome Drone First Responder (DFR)**
- **Flock OS Software**



MULTI-AGENCY COLLABORATION

EVERY AGENCY IN ALAMEDA COUNTY USES
FLOCK SAFETY ALPR





PROHIBITED USES

Prohibited Uses



Immigration enforcement, enforcement for reproductive or gender affirming health care service, harassment or intimidation, usage based solely on a protective class (i.e. race, sex, religion), personal use.

Unauthorized / improper use may lead to disciplinary action and criminal and / or civil legal penalties.



ALPR TRANSPARENCY

National Look Up Tool – **DISABLED**

Out of State Discovery – **BLOCKED**

Federal Government Sharing – **DISABLED**

ICE & CBP – **BLOCKED**



ACSO TRANSPARENCY



ALAMEDA COUNTY
SHERIFF'S OFFICE



Search...

Locations

Apply Now

ABOUT US

COMMUNITY

SERVICES

RECRUITMENT

ANNUAL REPORT

CALEA

EMERGENCY SERVICES DISPATCH

MANDATED POSTED DOCUMENTS

MISSION STATEMENT

MEET SHERIFF SANCHEZ

NEWS

PUBLIC INFORMATION PORTAL

TRANSITION PLANNING

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Transparency and Accountability are foundational to the Sheriff's Office goals, objectives, practices, and mission. Our agency Transition Plan identified how the Alameda County Sheriff's Office can remedy community concerns around the assessment and dissemination of data. We aim to provide direct access to information about specified internal Sheriff's Office processes, increasing public clarity around essential procedures and practices.

Information about the following can be found on this page:

- Policies/procedures, orders, and directives of the agency
- Statistical data, including Santa Rita population information and Alameda County Coroner statistics

The Public Information Portal (PIP) is an iterative tool that will expand as new mechanisms and data become accessible. To contact the PIP coordinator, [email us here](#)

In-Custody Deaths	+
Organizational Chart	+
Sheriff's Office Written Directives	+
Mandated Posted Documents	+
PREA Stats	+
Military Equipment	+
Flock Transparency	-

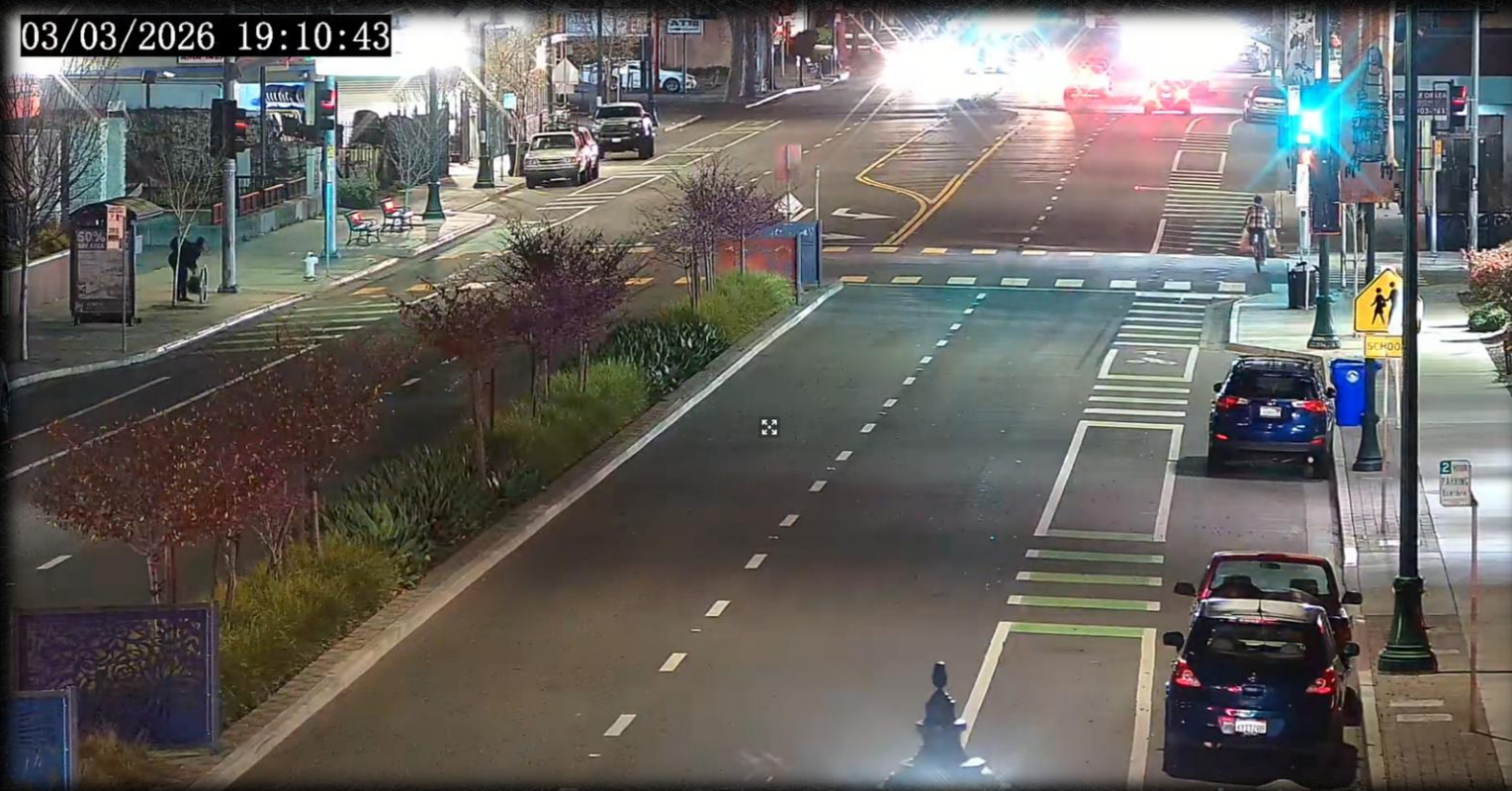
To view the Flock Transparency portal for the Alameda County Sheriff's Office, [click here](#)

To view the Flock Aerodome Flight Dashboard, [click here](#)





PAN, TILT, ZOOM CAMS





DRONE FIRST RESPONDER (DFR)





DRONE FIRST RESPONDER

January 1 through June 12, 2026



251

Total Calls Responded To



91.4

Average Response Time (sec)



85%

Average Reduction In Response Time



27

Calls Cleared Without Patrol Resource



117

Subjects Located



55%

First On Scene

Calls Cleared without Patrol Needed- 27 (10.7%)



FLOCK OS

1040 Helen Power Dr, Vacaville, CA 95687
GA PKH8083

GUNSHOT

11:51:29
1 min ago

Estimated Location
1040 Helen Power Dr, Vacaville, CA 95687

MISSING PERSON

1 min ago
11:51:29

1040 Helen Power Dr, Vacaville, CA 95687
GA PKH8083

MISSING PERSON

1 min ago
11:51:29

1040 Helen Power Dr, Vacaville, CA 95687
GA PKH8083

GUNSHOT

11:51:29
1 min ago

Estimated Location
1040 Helen Power Dr, Vacaville, CA 95687

MISSING PERSON

1 min ago
11:51:29



Plate
PJA3078

Description
White Ford Car

Network
Flock city Falcons

Expand

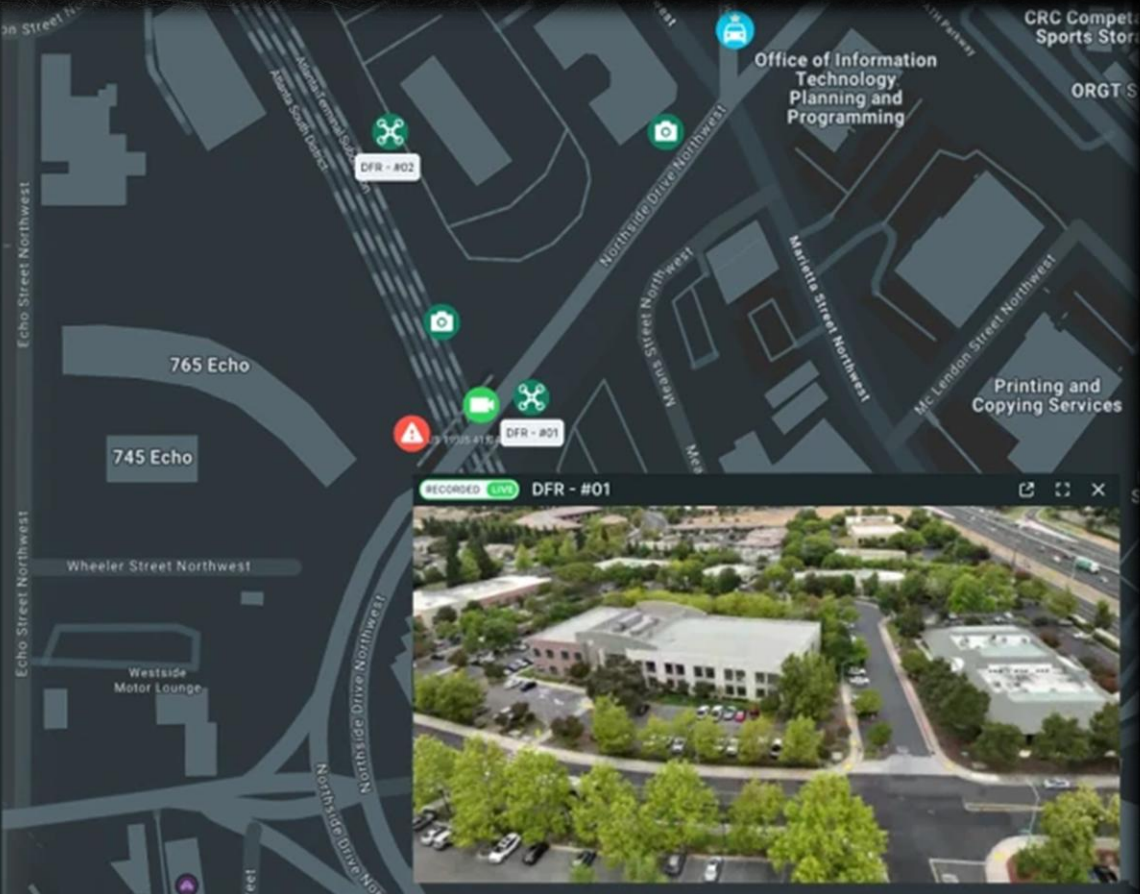
Dispatch Drone

Nearby Video Cameras

Nearby Cameras 4

Related Alerts 81

Open Cameras in Map



765 Echo
745 Echo
Wheeler Street Northwest
Westside Motor Lounge
Echo Street Northwest
Northside Drive Northwest
Merrietta Street Northwest
MC Lendon Street Northwest

DFR - #02
DFR - #01

Office of Information Technology Planning and Programming
CRC Compete Sports Store
ORGT S
Printing and Copying Services

RECORDED LIVE

DFR - #01



FlockOS



INTEGRATIONS



Decision to
Launch Near
instant with
Prepared911



3 Seconds

Launch Speed
Near instant



3 Seconds

Flight
Speed Time to
travel 0.5 miles



**51mph
36 Seconds**

Camera
On-scene



**400x Zoom
0.5 miles away**



160x
120x
1x

400ft
410ft
400ft
390ft
380ft
370ft
360ft
354ft
340ft
330ft
320ft
310ft
300ft
290ft
200ft

21mph 76%
BITRATE: 30Mbps
BITRATE: 30Mbps
BITRATE: 30Mbps

EVENTS (12)

P1:23-0048234
1234 Main St. Redondo Beach
99:99 | Robbery
02:00 | 2.0mi

P4:23-0048234
1234 Main St. Redondo Beach
99:99 | Robbery
02:00 | 2.0mi

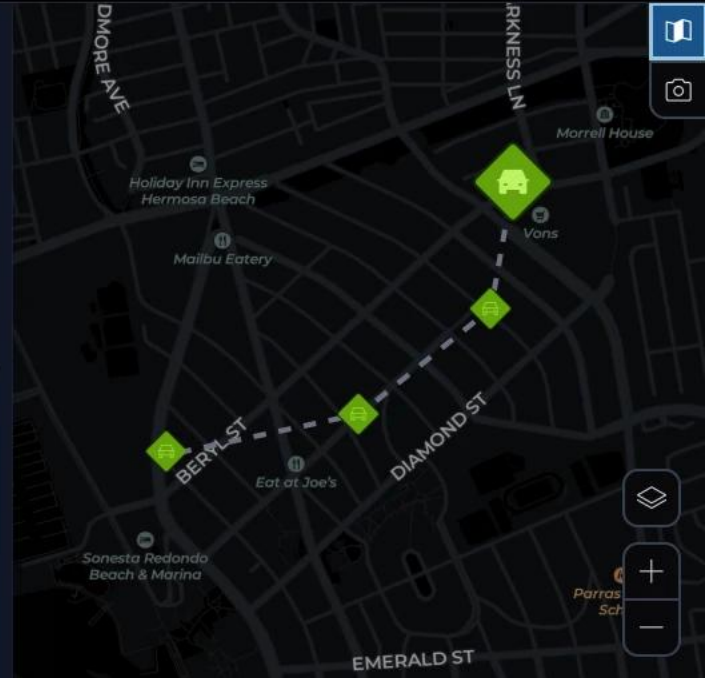
P1:23-0048234
1234 Main St. Redondo Beach
99:99 | Robbery
02:00 | 2.0mi

ALPR: JRY4889
TEXAS
1234 Main St. Redondo Beach
99:99 | Stolen Vehicle
02:00 | 2.0mi

P3:23-0048234
1234 Main St. Redondo Beach
99:99 | Robbery
02:00 | 2.0mi

P4:23-0048234
1234 Main St. Redondo Beach
99:99 | Robbery
02:00 | 2.0mi

P1:23-0048234
1234 Main St. Redondo Beach
99:99 | Robbery
02:00 | 2.0mi



flock safety

CALL TYPE:	ALPR
LICENSE #:	AAA1234
STATE:	CALIFORNIA
LOCATION:	1234 Main St. Redondo Beach
TYPE:	Stolen Vehicle
TIME:	12:30

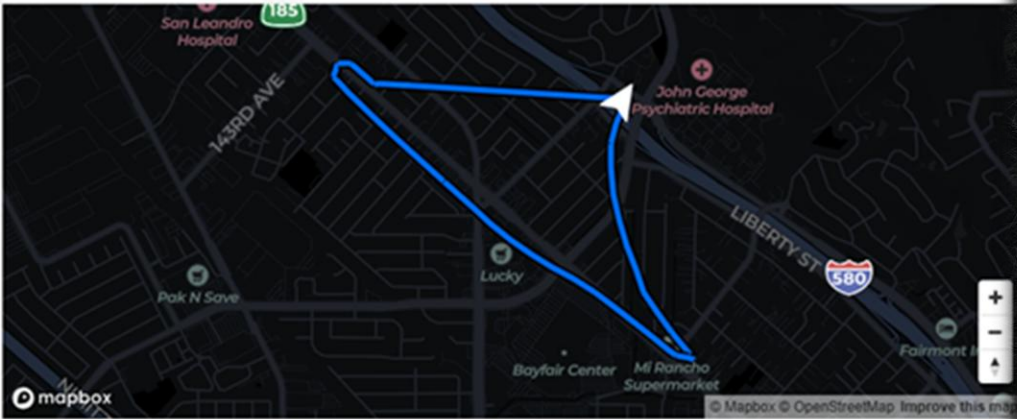
DISPATCH DRONE



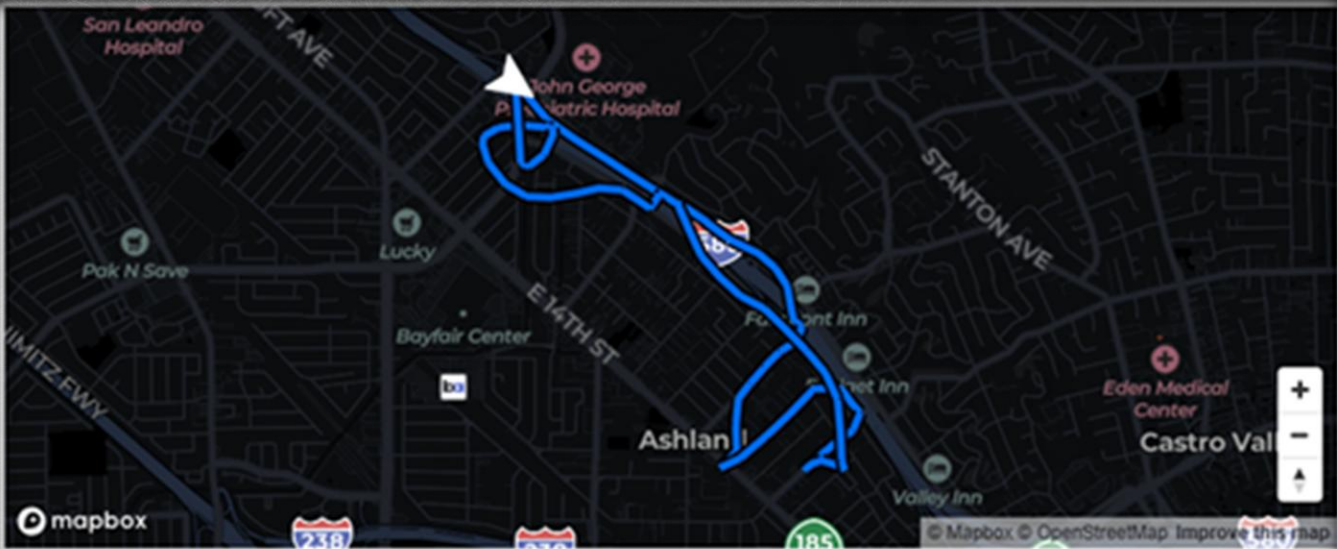
DFR TRANSPARENCY

AERODOME | ALAMEDA COUNTY SO FLIGHT DASHBOARD

OVERVIEW | **FLIGHTS**



FLIGHT	DATE	LAUNCH TIME	DURATION
ACS0-260303-0005	03-03-26	14:30	10 min
P1:2603030305			
ROBBERY 156XX E XXTH ST, ASHLAND CA			



FLIGHT	DATE	LAUNCH TIME	DURATION
ACS0-260303-0002	03-03-26	12:04	14 min
P1:2603030148			
MISSING PERSON 150XX FOOTHILL BL, SAN LEANDRO CA			



BUSINESS CAMERA CONNECT

† Flock Safety

SHARING OPTIONS

GET CAMERAS



Together, We Make Alameda County Safer.

This program helps first responders respond faster and more efficiently during emergencies by providing secure, quick access to cameras throughout the community. By registering your cameras, you'll help enhance emergency preparedness and incident response in your community.

REGISTER YOUR CAMERA NOW



Together, we make Alameda County safer. Scan here to get involved and help protect what matters most, together.



—NEW— CASE STUDIES

— USING —
FLOCK ALPR, DFR AND
PTZ TECHNOLOGY

SINCE LAST BOS PRESENTATION

In March of 2026, deputies were detailed to a report of an attempted kidnapping at a local market in San Leandro. Upon arrival, deputies discovered an adult stranger solicited a minor to give him oral sex. The suspect fled the scene when his behavior was noticed.

Deputies obtained a description of the suspect vehicle and located video surveillance footage from the store, but this was **NOT** enough. The license plate of the suspect vehicle was discovered only with the use of the Flock Group Incorporated's technology. Detectives utilized Flock ALPR to locate the suspect vehicle, and take him into custody, preventing any other children from being victimized.

The suspect was then identified and found to have prior arrests for unlawful sexual contact with a minor. This suspect was an imminent threat to public safety.

*Case
Study*

**CHILD
SEXUAL
PREDATOR
ARRESTED**

*San
Leandro*

In June 2026, an attempted robbery and shooting occurred in Castro Valley. The 14-year-old victim survived his injuries. The victim and witnesses described the suspect vehicle.

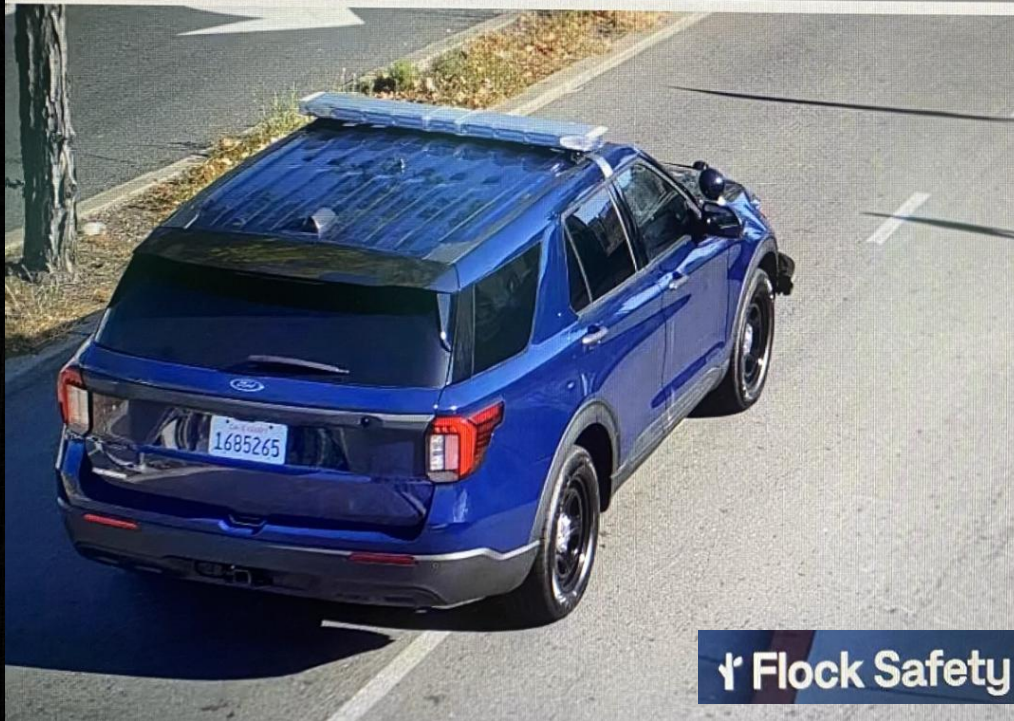
Investigators then utilized Flock Group Incorporated's License Plate Reader and Pan, Tilt, Zoom (PTZ) cameras to confirm the vehicle's license plate and placed it in the area at the time of the shooting. Investigators were quickly able to link the vehicle to a suspect, who was arrested a short time later. A search of the vehicle pursuant to a search warrant yielded further evidence of the crime.



Case Study

Castro Valley

On June 8, 2026, ALCO Park General Services Administration garage was burglarized. It was determined four county vehicles, and a one rental vehicle had been stolen from the garage. One of these vehicles was a Sheriff's Office SUV equipped with emergency lights and siren.



*Case
Study*

Flock Group Incorporated's License Plate Readers
along with air support assets led to the rapid
recovery of all five stolen vehicles

IN LESS THAN 12 HOURS

Oakland

In May of 2026 RTIC staff received a Flock Group Incorporated alert for a felony auto burglary vehicle out of Fremont PD. The RTIC launched our Drone First Responder (DFR) and located the suspect vehicle from the sky and confirmed the license plate. Detectives successfully deployed a Spike strips deflating the vehicles tires. The BMW failed to yield and drove recklessly away from units. Our DFR followed the vehicle until the driver abandoned the car and fled on foot through the BayFair Mall parking lot. The DFR provided updates and directed patrol units to the suspect who taken into custody. The suspect was found to have several felony warrants out of San Mateo for burglary.



*Case
Study*

*San
Leandro*



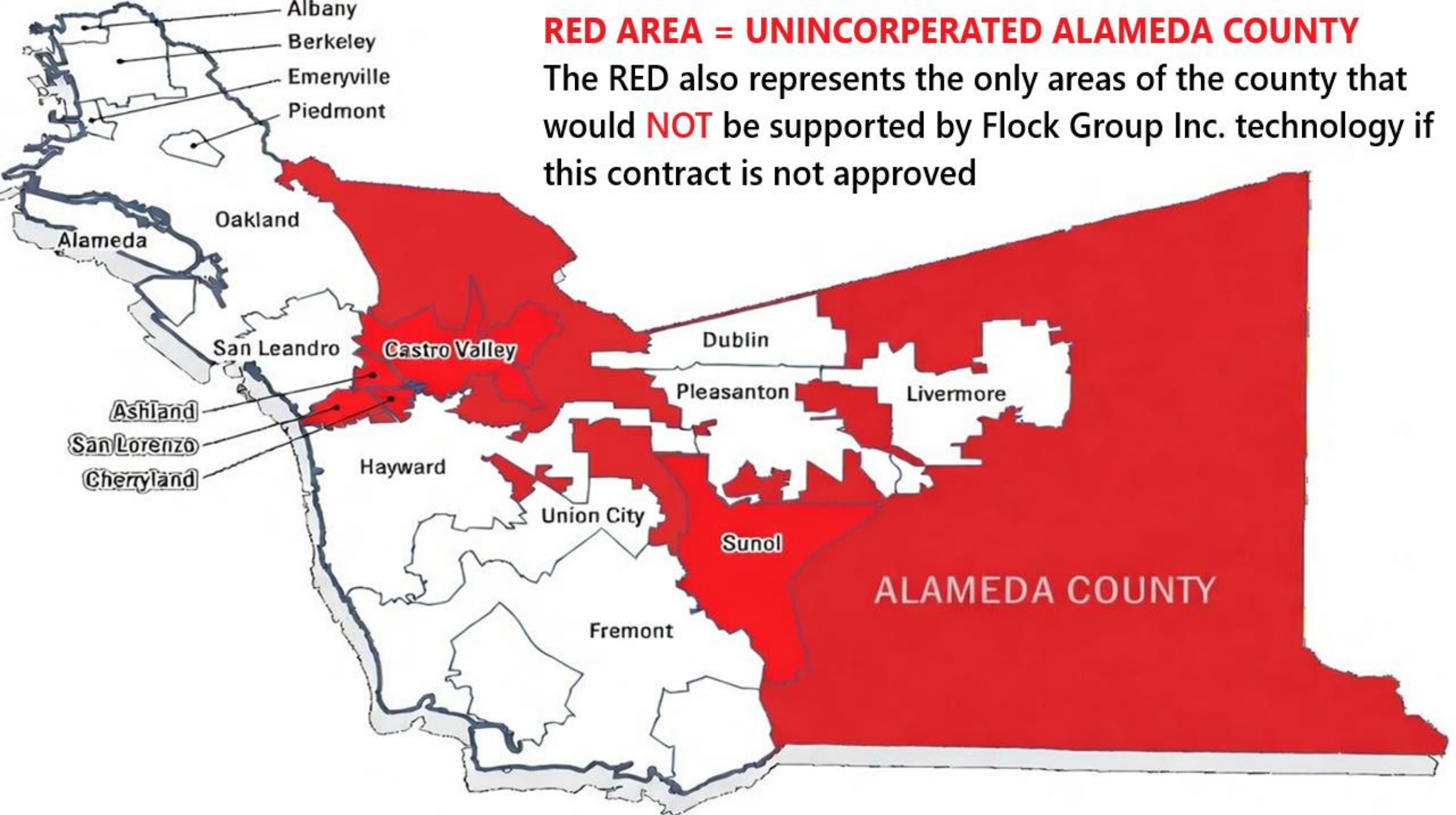
NEW PROVISIONS

Added safeguards suggested by the BOS to this new contract

- **Outline Restrictions on Data Sharing**
- **Prevent Federal Access (Authorization Requirement)**
- **Include Immediate Notification if a Breach Occurs**
- **Fully Accessible Audit Rights and Transparency**
- **Clearly Stated County Control and Ownership of Data**

RED AREA = UNINCORPORATED ALAMEDA COUNTY

The RED also represents the only areas of the county that would **NOT** be supported by Flock Group Inc. technology if this contract is not approved





SHERIFF SANCHEZ

Next Steps

- **Maintain continuity of critical RTIC infrastructure and services during an evaluation and procurement process to ensure uninterrupted support for public safety operations and investigative functions**
- **Conduct outreach and listening sessions with the unincorporated area Municipal Advisory Councils (MACs) to gather community input and discuss ACSO's long-term public safety technology needs, priorities and vision**
- **Evaluate operational requirements for the Real-Time Information Center (RTIC), including the suite of integrated technologies and services necessary to support public safety operations, investigations and information sharing**
- **Develop a competitive Request for Proposal (RFP) in coordination with General Services Agency (GSA) and County Counsel to identify potential long-term technology solutions that meet the County's operational, legal, privacy and transparency requirements**