

**Bloomington Commission on Sustainability and Resilience**  
**Meeting Packet Addendum: Resolution 2026-02 Supplementary Material**

Tuesday, March 10, 2026, 6:00 P.M.

McCloskey Conference Room (Room 135), City Hall, 401 N Morton St, Bloomington, IN 47404

## DESCRIPTION

This addendum to the March 10, 2026 meeting packet contains supplementary material related to the planned discussion on BCOS Resolution 2026-02. It exists so that commissioners have access to relevant context surrounding the issue of automated license plate reader technology and the relationship between the City of Bloomington and Flock Safety.

These materials are informational only and do not contain deliberative materials or actionable items for Commission business. For that, please reference the main packet.

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### Statements and Actions from Bloomington Public Officials

1. **Statement** by Bloomington Mayor Kerry Thomson on Flock Cameras (January 29, 2026)
2. **Statement** by Bloomington Common Council President Isak Asare on Flock Cameras (January 30, 2026)
3. **Open Letter** from Bloomington Councilmember Isabel Piedmont-Smith to Bloomington Mayor Kerry Thomson regarding Flock Cameras (February 12, 2026)
4. **Bloomington Common Council Resolution 2026-04** establishing immediate transparency limits and a public review process for automated license plate reader technology in Bloomington (An amended version was adopted on March 4, 2026)
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### Correspondence

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16. **Invoice INV-59326** for \$36,500 via Purchase Order 2023-10965 (\$25,850) and Purchase Order 2025-4311 (\$10,650) (February 28, 2025)
17. **Two-year contract order form** valued at \$180,000 (October 1, 2025)
18. **Invoice INV-76020** for \$81,529.68 via Purchase Order 2025-8550 (October 7, 2025)

**[Automatic transcription of video posted by Bloomington mayor Kerry Thomson on Facebook on Thursday, Jan. 29, 2026.]**

Hi, Bloomington. It's Mayor Kerry, and I'm coming to you from Washington, D.C., where I am at the United States Conference of Mayors. I've spent the week talking with our representatives on Capitol Hill.

I understand the plan for Friday is a protest in Bloomington, and I wanted to pop on to tell you I am so proud of our residents for showing up and expressing yourselves. You will be welcomed at City Hall.

I met in person this week with both of our senators, Todd Young and Jim Banks, and asked them, on behalf of myself and the residents of our community who have contacted me, not to fund the DHS bill. ICE must have accountability for the actions they are taking in killing citizens, intimidating residents and suppressing freedom of speech. I stand with you.

I also want to address the Flock Safety cameras that we have in Bloomington. Several of you have asked me to check into our use of those Flock cameras, and I thank you for doing that and for raising this issue with me. I have listened, and we have a meeting with Flock administrators set up for the second week of February.

We currently have the strictest information policy in our contract, but I share your concerns that we must ensure this information is not released by the Flock company or anyone else to those who do not share our values of safety for our residents and care for our community. The use of information must be only for criminal activity, such as the child abductions and murders that we've been able to help solve quickly thanks to cameras in our community.

I'm sorry I'm not there to meet with you in person, but I'd be happy to do so at a future date. Again, I appreciate your work in advocacy and in ensuring that Bloomington keeps all of our residents safe, welcomed and feeling secure in our community. I stand with you in that, and our work continues.

**[Statement posted by Bloomington city council president Isak Asare on Jan. 30, 2026 at 11:08 a.m. on his personal Facebook page.]**

I want to speak plainly about Flock license-plate readers in Bloomington, and why I believe this moment demands clarity rather than comfort.

I have spent much of my professional life studying how emerging technologies concentrate power—often quietly, often incrementally, and often long before the public realizes what has changed. One lesson is constant: surveillance systems almost never remain limited to their original purpose once the infrastructure exists. Data accumulates. Incentives shift. Pressure to expand grows. And what begins as a narrow tool becomes a standing capability.

That risk is fundamentally different—and far more serious—when the capability is mediated through a privately owned platform. Even when local officials act in good faith -- which I believe ours are--the reality is this: we do not fully control the software, the roadmap, or the broader ecosystem it can be connected to. Leadership changes. Policies change. And software evolves faster than democratic oversight ever can.

This is why I believe we must be honest about the choice before us.

My preference is to eliminate our relationship with this technology entirely. The strongest protection for civil liberties is not better settings or better assurances—it is restraint. You cannot misuse data that does not exist. You cannot be compelled to share what you never collected. And you cannot normalize a form of power you have chosen not to build.

If the community decides otherwise, then we do need some clear and transparent guardrails. I am working with Councilmember Piedmont-Smith on legislative measures that would, at a minimum, impose binding limits: narrow and explicit purpose restrictions, a hard retention cap written into law, mandatory case-level justification and auditing of every search, full public transparency through regular reporting and independent review, strict prohibitions on broad data sharing, and a sunset clause requiring periodic democratic reauthorization.

But we should be clear-eyed. Guardrails can mitigate risk; they cannot resolve the underlying problem. A privately owned surveillance platform creates a standing capability that this community may not be able to fully contain over time. Regulation can slow misuse. It cannot guarantee against it.

My responsibility as a councilmember is not only to ask whether a tool is being used responsibly today, but whether it creates a form of power we would regret having normalized tomorrow. The measure of good governance is not how technologies behave under ideal conditions—but how they hold up when conditions change.

That is the standard I intend to apply here.

February 12, 2026

Dear Mayor Thomson,

As local elected officials, we have many responsibilities, including to uphold the civil rights of all residents, hold criminals to account, and support an environment in which people feel secure. Meanwhile, we live in a country where Department of Homeland Security agents and agencies have both individually and systematically violated free speech rights, used violence to intimidate and kill protesters out of all proportion to threats to their own safety, ignored legal due process, and sown fear throughout hundreds of neighborhoods.

It is in this context that I write to you regarding the city's contracts with Flock Safety for Automatic License Plate Readers and other security camera systems. Collecting license plate data and/or other individually identifiable data puts our residents at risk, since there is no way we can guarantee that data collected by a third party will not be misused, nor can we guarantee that the security of this data won't be compromised. Flock Safety, in particular, has a poor record in these areas.

As you prepare to meet with Flock Safety representatives on Monday, please consider these points:

- Despite contract language to limit the sharing of local data collected by these cameras, Flock's systems have allowed data sharing on a broad scale. For example, in Mountain View, California, the company allowed outside agencies to search their data without local permission. The police chief lost confidence in the vendor, and the city had their cameras turned off.<sup>1</sup>
- Flock has also installed or reactivated cameras in cities where the local government has not authorized such actions. The City of Cambridge, Massachusetts, terminated its contract with Flock after the company installed two cameras without authorization following a previously requested removal.<sup>2</sup> The City of Evanston, Illinois asked Flock to turn off their cameras but had to issue a cease and desist order when Flock tried to reactivate them without permission.<sup>3</sup> Both cities have since canceled their contracts with Flock.

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<sup>1</sup> [California city turns off Flock cameras after company shared data without authorization](#), Suzanne Smalley, The Record, Feb. 3, 2026

<sup>2</sup> [Statement on the Flock Safety ALPR Contract Termination](#), City of Cambridge (MA), Dec. 10, 2025

<sup>3</sup> Personal communication between Bloomington City Councilmember Isabel Piedmont-Smith and Evanston City Councilmember Juan Geracaris, Jan. 15, 2026.

- Independent investigations have revealed that U.S. Customs and Border Patrol (CBP) and Immigration and Customs Enforcement (ICE) obtained access to local Flock data, even in jurisdictions that had not authorized such sharing.<sup>4</sup>
- Search records show that law enforcement officers have used the Flock system for controversial searches, including tracking political protesters and tracking an individual from Texas for a self-managed abortion.<sup>5</sup>
- The internal security of Flock systems has been shown to be easily breached so that anyone could access personal data.<sup>6</sup> In addition, an independent security researcher demonstrated that Flock cameras could be compromised in under 30 seconds with physical access.<sup>7</sup>
- In response to criticism and the cancellation of some local contracts, Flock did not recognize residents' rights to have oversight over their own policing and engage in a dialogue to improve their services. Instead, CEO Garrett Langley lashed out against Flock's critics, characterizing them as people who want to "weaken public safety and normalize lawlessness."<sup>8</sup>

In addition to my opinion as a City Council representative, hundreds of residents of Bloomington have expressed their concerns about the City's contract with Flock via two [Change.org](#) petitions<sup>9</sup> (total signatures as of Feb. 12: 572) and a public demonstration at City Hall on Jan. 30 (approximately 700 people<sup>10</sup>), emphasizing past use of Flock data by ICE for immigration enforcement.

In conclusion, given the history of Flock Safety's interaction with various jurisdictions, I do not think it is wise for the City of Bloomington to trust the company to adhere to any limitations or restrictions we may require in any signed contracts. As Senator Ron Wyden of Oregon said in a letter to Langley following his office's own investigation into Flock, "I now believe that abuses of

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<sup>4</sup> [ICE using automated license-plate-reader cameras for immigration enforcement via state/local police](#), Immigration Policy Tracking Project, last updated Nov. 13, 2025 AND [Wyden Slams Surveillance Tech Company for Ineffective Protections for Oregonians Against Abuses by Federal Agencies and Out-of-State Law Enforcement](#), office of Oregon Senator Ron Wyden, Oct. 16, 2025

<sup>5</sup> [EFF's Investigations Expose Flock Safety's Surveillance Abuses: 2025 in Review](#), Sarah Hamid, Electronic Frontier Foundation, Dec. 30, 2025

<sup>6</sup> [Flock Exposed Its AI-Powered Cameras to the Internet. We Tracked Ourselves](#), Jason Koebler, 404 Media, Dec. 22, 2025.

<sup>7</sup> [We Hacked Flock Safety Cameras in under 30 Seconds](#), Benn Jordan, YouTube, Nov. 16, 2025

<sup>8</sup> [Flock CEO includes Charlottesville, Staunton in email blaming activists for cities dropping the company's services](#), Dori Zook, CVILLE Right Now, Dec. 30, 2025.

<sup>9</sup> [Flock Cameras Out of Bloomington, Indiana Surveillance](#) and [Bloomington: Stop Flock Surveillance That Puts Immigrants at Risk](#)

<sup>10</sup> [Protestors call for the end of Flock camera contract with city. Bloomington mayor says 'that is one of the options'](#), Dave Askins, B Square Bulletin, Jan. 30, 2026

your product are not only likely but inevitable, and that Flock is unable and uninterested in preventing them.”<sup>11</sup>

Please say NO to Flock and cancel the contracts.

Sincerely,

Isabel Piedmont-Smith  
City Councilmember, District 1

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<sup>11</sup> [Wyden Slams Surveillance Tech Company for Ineffective Protections for Oregonians Against Abuses by Federal Agencies and Out-of-State Law Enforcement](#), office of Oregon Senator Ron Wyden, Oct. 16, 2025

## **Resolution 2026-04 - A Resolution Establishing Immediate Transparency, Limits, And A Public Review Process For Automated License Plate Reader Technology In Bloomington**

### **Preamble**

Whereas, the Common Council of the City recognizes and affirms the community's commitment to civil liberties, including freedom of movement and speech, due process of law, and the principle that government should not create standing surveillance capabilities absent necessity, strict limits, and democratic accountability; and

Whereas, "Automated License Plate Reader" or "ALPR" technology means any fixed, mobile, or portable camera system—together with any associated software or service—that captures images of motor vehicles and automatically detects, extracts, or converts license plate numbers (and related vehicle descriptors such as make, model, color, date/time, and location) into searchable records or alerts; and

Whereas, ALPR systems collect and store location-linked data about large numbers of residents and visitors who are not suspected of wrongdoing, and experience shows that surveillance infrastructure tends to expand in use and scope over time unless constrained by binding rules; and

Whereas, the City currently utilizes ALPR technology and related services provided by Flock Safety, which operates as a privately owned, vendor-managed platform, meaning the City does not fully control the software ecosystem, product roadmap, integrations, or the ways the platform may evolve; and

Whereas, public trust in law enforcement and local government depends not only on good-faith use today, but on durable safeguards that hold under changing conditions—leadership changes, policy changes, vendor changes, or external pressure; and

Whereas, the Council finds that any use of ALPR technology must meet a heightened standard of necessity and proportionality, must be subject to strict purpose limitations, short retention, auditable access, meaningful reporting, and hard limits on sharing—especially any pathway that could make access easy beyond local intent; and

Whereas, the Council further finds that the strongest protection for civil liberties is restraint: data not collected cannot be misused, compelled, breached, or normalized;

### **Be It Resolved by the Common Council of the City of Bloomington, Monroe County, Indiana, That:**

Section 1. The Council states its opposition to unchecked, generalized surveillance and affirms that any technology capable of tracking the public at scale must meet a heightened standard of necessity and proportionality, with strict limits, public transparency, and democratic oversight.

Section 2. The Chief of Police and the Office of the Mayor shall provide a briefing to the Common Council on the City's ALPR program, including the City's contract(s) and relationship with Flock Safety, and the current operational use of ALPR cameras and related equipment.

Section 3. The police department shall provide a written briefing packet to the Council no later than seven (7) days prior to the public briefing, describing in plain language: the number of ALPR devices in operation and their general placement; the contract term(s), renewal dates, termination provisions, and total program costs to date; the data retention period(s); the current access controls and training requirements; and the current rules governing searches, auditing, reporting, and data sharing.

Section 4. The Chief of Police shall explicitly address in the briefing what controls are currently in place—or are technically feasible under existing agreements—to ensure the following best-practice safeguards: narrowly authorized purposes; short retention windows; role-based access; query logging; routine auditing; and public reporting

(including volume of searches, categories of cases, hit rates, and errors); and hard limits on data sharing, especially any pathway that could enable easy access beyond local intent.

Section 5. The Office of the Mayor shall impose an immediate pause on any expansion of the ALPR program until the requested briefing is completed, including a pause on adding new cameras, expanding features, creating new access pathways, enabling new integrations, or increasing the number of user accounts, except as required to maintain existing obligations or ensure continuity of essential operations.

Section 6. The Council states its intent to develop and consider an ordinance to establish durable rules governing the acquisition and use of ALPR technology in Bloomington—regardless of vendor—including binding limits on purpose, retention, access and auditing, transparency and reporting, sharing restrictions, and periodic reauthorization or sunset provisions.

Section 7. The Council will use the information provided through the briefing and written materials to make determinations both about Bloomington's current relationship with Flock Safety and about the broader governance framework the City should adopt for ALPR and similar surveillance technologies now and in the future.

Section 5: Severability. If any section, sentence or provision of this resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared to be severable.

Section 6: Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

**Passed**

Passed by the Common Council of the City of Bloomington, Monroe County, Indiana, upon the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Isak Nti Asare  
President, Bloomington Common Council

**Attestation of Bloomington City Clerk:**

\_\_\_\_\_  
Nicole Bolden  
Clerk, City of Bloomington

**Presentation by Bloomington City Clerk:**

Presented by me to the Mayor of Bloomington, Monroe County, Indiana, upon this \_\_\_\_ day of \_\_\_\_\_, 2026:

\_\_\_\_\_  
Nicole Bolden  
Clerk, City of Bloomington

**Approval by Mayor**

Signed and approved by me upon this upon the \_\_\_\_ day of \_\_\_\_\_, 2026:

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Kerry Thomson  
Mayor, City of Bloomington

**Synopsis**

This Resolution sponsored by Councilmember Asare requires the Chief of Police and Office of the Mayor to brief the Common Council on the City of Bloomington's Automated License Plate Reader (ALPR) program, with specified information provided in plain language writing. It also calls on the Office of the Mayor to impose an immediate pause on any expansion of the ALPR program until the briefing is completed. Finally, this Resolution states the Common Council's intent to consider adoption of an Ordinance to establish durable rules governing acquisition and use of ALPR technology by the City of Bloomington.

## City of Bloomington Common Council Amendment Form

- Resolution 2026-04 - A Resolution Establishing Immediate Transparency, Limits, And A Public Review Process For Automated License Plate Reader Technology In Bloomington
- Amendment 01
- Submitted by Councilmember Piedmont-Smith
- March 2, 2026

### Proposed Amendment

Section 2 of Resolution 2026-04 shall be revised as follows:

Section 2. The Chief of Police and the Office of the Mayor shall, **within 6 weeks of the passage of this resolution**, provide a briefing to the Common Council on the City's ALPR program, including the City's contract(s) and relationship with Flock Safety, and the current operational use of ALPR cameras and related equipment.

### Synopsis

This amendment, sponsored by Councilmember Piedmont-Smith, adds a timeline for the reporting called for in Section 2 of the resolution.

**03/04/2026 Regular Session Action:** Pending



Enedina Kassamanian <enedina.kassamanian@bloomington.in.gov>

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## 24-716 Flock Security Trailer Agreement for BPD and HAND

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**Jessica McClellan** <jessica.mcclellan@bloomington.in.gov>  
To: Enedina Kassamanian <enedina.kassamanian@bloomington.in.gov>  
Cc: Julie Martindale <martindj@bloomington.in.gov>

Mon, Nov 25, 2024 at 3:13 PM

Approved.  
Signed Sole Source Form is attached, and saved in our Purchasing/Sole Source folder.  
Thank you,  
Jessica

**Jessica McClellan, CGFM**  
Controller, City of Bloomington

401 N Morton St. Suite 240  
Bloomington, IN 47404

On Mon, Nov 25, 2024 at 11:18 AM Enedina Kassamanian <enedina.kassamanian@bloomington.in.gov> wrote:  
[Quoted text hidden]

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 **2024-(HAND) Flock Safety (\$50,000).pdf**  
739K



**2024 Sole Source Letter for Flock Safety® Public Safety Solutions**

November 21, 2024

City of Bloomington

Hello,

This letter serves to confirm that Flock Group Inc. d/b/a Flock Safety is the sole provider of our proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime. Flock Safety's unique system integrates hardware and cloud-based software to enable real-time data processing and secure data sharing capabilities that are unavailable through other providers.

As the sole developer and provider of this proprietary technology, Flock Safety retains exclusive rights to manufacture, license, and support the products and software we offer. Our solutions include cutting-edge features such as machine learning analytics, CJIS-compliant data storage, and a centralized system that facilitates collaboration across multiple jurisdictions, supporting a more robust and efficient public safety network.

No other vendor offers the specific combination of hardware and cloud-based features, CJIS-compliant data handling, or the national network capabilities that Flock Safety provides. For these reasons, Flock Safety is the only source available for these services.

Thank you,

Garrett Langley CEO, Flock Safety®

A handwritten signature in black ink, appearing to read "G. Langley", enclosed in a white rectangular box.



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## Fact Check: No Hack. We will never stop fighting for you.

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noreply@flocksafety.com Garrett Langley  
To: noreply@flocksafety.com Garrett Langley  
To: police@bloomington.in.gov Michael Diekhoff

Monday, December 8, 2025 at 3:35:46 PM Eastern Standard Time

Hi IN - Bloomington PD Team,

I'm writing to you directly because I want there to be zero confusion about what's happening.

**Flock has never been hacked. Ever.**

**Flock is CJIS compliant.**

**Flock does not share, or resell your data. Nor have we ever.**

**Flock adheres to the highest security standards, including:**

**NDA**

**SOC2 (Type II)**

**SOC3**

**ISO 27001**

**Higher Education Community Vendor Assessment Tool (HECVAT)**

**FERPA**

**We are also aligned with the security protocols established by NIST Cybersecurity as well as the Cloud Security Alliance CAIQ framework.**

**Flock is building tools to help you fight the real crime affecting communities across the country.**

Many activists don't like that.

Let's call this what it is: Flock, and the law enforcement agencies we partner with, are under coordinated attack.

The attacks aren't new. You've been dealing with this for forever, and we've been dealing with this since [our founding](#), from the same activist groups who want to defund the police, weaken public safety, and normalize lawlessness. Now, they're producing YouTube videos with misleading headlines. They're also trying to turn a public records process into a weapon against you and against us.

**Make no mistake, we're fighting this fight for you, and, I hope, *with you*.** I remain committed to building world-class technology to help you keep your communities safe. And doing so in a transparent, secure, and privacy centric way.

Please be on the lookout for more information from our Customer Success and Product teams.

Garrett

**Garrett Langley**  
Chief Executive Officer



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[flocksafety.com](https://flocksafety.com)

(714) 333-0236

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**↑ Flock Safety**

#	Fiscal_Year	Payment Date	Priority	Service	Expense Category	Description	Fund	Amount	Vendor	Vendor_Id	Payment Number	InvoiceNumber	Expense Account
2024	2024-07-05	Police	Main	Supplies	14- 11 Flock cameras, Flock Safety Falcon Flex	General	\$ 40,650.00	Flock Group INC (Flock Safety)	13312	59784	INV-39334	52420	
2024	2024-12-20	HAND	Main	Other Services and Charges	15-Mobile Security Trailer to support Neighborhood Security	LIT - Economic Development	\$ 50,000.00	Flock Group INC (Flock Safety)	13312	63070	12.1.24	53990	
2025	2025-02-28	Police	Fed Equitable Sharing Asset Forf	Other Services and Charges	14- 4 Flock Condor ptz cameras & implementation fee	Crime Control	\$ 15,000.00	Flock Group INC (Flock Safety)	13312	64186	INV-56760	53990	
2025	2025-06-06	Police	Main	Other Services and Charges	14- cameras & charges for 11 Flock LPR cameras & their software	General	\$ 10,650.00	Flock Group INC (Flock Safety)	13312	65876	INV-59326	53990	
2025	2025-06-06	Police	Main	Supplies	14- cameras & charges for 11 Flock LPR cameras & their software	General	\$ 25,850.00	Flock Group INC (Flock Safety)	13312	65876	INV-59326	52420	
2025	2025-10-10	Police	Main	Supplies	14-replacement camera	General	\$ 350.00	Flock Group INC (Flock Safety)	13312	68432	INV-74181	52420	
2025	2025-11-21	HAND	Main	Other Services and Charges	15-Flock safety video and Safety Platform subscription	LIT - Economic Development	\$ 81,529.68	Flock Group INC (Flock Safety)	13312	69199	INV-76020	53990	
2025	2025-12-05	Police	Main	Supplies	14- camera replacement (trailer) 11/11/25	General	\$ 800.00	Flock Group INC (Flock Safety)	13312	69518	INV-79109	52340	
2026	2026-01-16	Police	Main	Other Services and Charges	14-year 2 for 4 PTZ w/te service Flock condors	LIT - Public Safety	\$ 12,000.00	Flock Group INC (Flock Safety)	13312	70277	INV-79905	53640	

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Flock Group, Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>Flock Safety</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 121923 (Remittance) 1170 Howell Mill Rd NW Ste 210</b>		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	6 City, state, and ZIP code <b>Dallas TX 75312-1923 Atlanta, GA 30318</b>		Requester's name and address (optional)
	7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	2	-	0	5	9	4	8	7	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Payton Newby</i>	Date ▶ <b>7/7/2023</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



EXHIBIT A  
**ORDER FORM**

Customer: IN - Bloomington PD  
Legal Entity Name: IN - Bloomington PD  
Accounts Payable Email: oldhams@bloomington.in.gov  
Address: 220 E 3rd St Bloomington, Indiana 47401

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

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	10	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00

<b>Subtotal Year 1:</b>	\$36,500.00
<b>Annual Recurring Subtotal:</b>	\$30,000.00
<b>Discounts:</b>	\$90,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$66,500.00

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

## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$36,500.00
<b>Annual Recurring after Year 1</b>	\$30,000.00
<b>Contract Total</b>	\$66,500.00

\*Tax not included

## Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$90,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

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

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

## FlockOS Features & Description

### Package: Essentials

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

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: IN - Bloomington PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase [ ] Equipment Compatibility [ ] GSA Special Pricing [ ] No response to RFQ/ITB [ ]
Licensing Agreement [ ] Governmental Discount [ ] Single/Sole Source [x] Impair City Operations [ ]

Email this Request Form to Jeff Underwood: underwoj@bloomington.in.gov

- 1) Request Date 12/20/2023
2) Requestor Name Mick Williams
Department Police
Telephone and E-mail 812-349-3329
3) Value of Proposed Contract or Purchase \$ \$66,500
Recommended Vendor Flock Safety
Budget Line
4) Enter item description: Surveillance Cameras

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

This remote camera system allows us to look for and locate suspect vehicles involved in criminal activities. It helps locate stolen vehicles through identification technology. These cameras are already in use around the state and by entering into a contract with them, we will have nationwide and statewide access to the database of cameras internally. Currently we have to ask other agencies to look at their cameras.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

10 cameras placed through out the city by the vendor and a one year service contract for digital storage and software support. The placement would be in coordination with Monroe County and IU.

Detail the research performed to determine this purchase method is the best solution for the city. We have seen the success IU and Monroe County has had with this system. Also this is the most common system used throughout the country.

Describe why this vendor and solution was chosen.

This system allows integration and cooperation with IU and Monroe County who already have the system in areas outside the city. This would allow for a more cohesive response to rapidly evolving events. This system has a proven track record of success with our partner agencies already.

Approved By:

Jeffrey H. Underwood

Date

[Handwritten Signature]
Department Head

Date



2023-10965 OK to pay EG

leave PO OPEN

# INVOICE

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

Invoice Number: INV-39334  
Invoice Date: 5/31/2024  
Due Date: 6/30/2024  
Payment Terms: Net 30  
PO#:

Bill To: IN - Bloomington PD  
220 E 3rd St  
Bloomington, Indiana, 47401

Ship To: IN - Bloomington PD  
220 E 3rd St  
Bloomington, Indiana 47401

Billing Company Name: IN - Bloomington PD  
Billing Contact Name: Scott Oldham  
Billing Email Address: oldhams@bloomington.in.gov

Payment Terms: Net 30  
Contracted Billing Structure: PPI End Date

Notes:

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	11	\$3,000.00	\$0.00	\$33,000.00
Professional Services - Standard Implementation Fee	5	\$650.00	\$0.00	\$3,250.00
Professional Services - Existing Infrastructure Implementation Fee	6	\$150.00	\$0.00	\$900.00
Flock Safety Falcon ® Flex	1	\$3,500.00	\$0.00	\$3,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services: <https://planner.flocksafety.com/public/a5188c7e-6e74-4f26-bb7f-5673c45d0624>

<b>Subtotal:</b>	<b>\$40,650.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Credit:</b>	<b>\$0.00</b>
<b>Payments:</b>	<b>\$0.00</b>
<b>Balance Due:</b>	<b>\$40,650.00</b>

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



**INVOICE**

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

Invoice Number: INV-39334  
Invoice Date: 5/31/2024  
Due Date: 6/30/2024  
Payment Terms: Net 30  
PO#:

**Payment Remittance Information**

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-39334  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: 3302113966  
Account Type: Checking  
Routing / SWIFT Code: 121140399 / SVBKUS6S

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

**By paying this invoice, I, the customer, agree to the terms and conditions listed at <https://www.flocksafety.com/terms-and-conditions>**

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

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

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

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 1501 North Plano Rd. ste 100  
Richardson, TX 75081

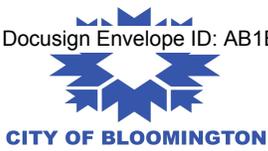
Account: IN - Bloomington PD

Invoice # INV-39334

Amount Due: **\$40,650.00**

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

Check the box for the purchasing method this request applies to



Auction Purchase   
Licensing Agreement

Equipment Compatibility   
Governmental Discount

GSA Special Pricing   
Single/Sole Source

No response to RFQ/ITB   
Impair City Operations

**Email this Request Form to Jessica McClellan: [jessica.mcclellan@bloomington.in.gov](mailto:jessica.mcclellan@bloomington.in.gov)**

- 1) Request Date 11/22/24
- 2) Requestor Name Anna Killion and Mike Diekhoff  
 Department H.A.N.D and Bloomington Police Dept.  
 Telephone and E-mail 812-349-3577 (HAND) and 812-339-4477 (BPD)
- 3) Value of Proposed Contract or Purchase \$ 50,000  
 Recommended Vendor FLOCK  
 Budget Line TBD
- 4) Enter item description: Security Trailer

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

Please see attached Sole Source letter from FLOCK Safety.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

**Mobile Security Trailer and Subscription**

Detail the research performed to determine this purchase method is the best solution for the city. Departments have researched other security trailer options and vendor options. A new vendor would require new software, and would be incompatible with the current software the Bloomington police department uses through the FLOCK company.

Describe why this vendor and solution was chosen.

Bloomington Police Department currently has an umbrella contract with the company and software subscriptions the company. The Vendor offers the specific combinatin of compatible hardware and is CJIS compliant.

Approved By:

DocuSigned by:  
Jessica McClellan  
2040403EC23E43E...  
Jessica McClellan  
Controller

11/26/2024

11/25/24

Date

Signed by:  
Anna Killion-Hanson  
1093C966B0D5476...

Department Head

11/26/2024

11/25/24

Date



**CONTRACT COVER MEMORANDUM**

**TO:** Margie Rice, Jessica McClellan  
**FROM:** Enedina Kassamanian  
**DATE:** 11/25/24  
**RE:** Flock Mobile Security Trailer

<b>Contract Recipient/Vendor Name:</b>	Flock
<b>Department Head Initials of Approval:</b>	AKH/MD
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Anna Killion-Hanson/ Mike Diekhoff
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian/Anna Holmes/Margie Rice
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2040
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-716
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	1 year from date of signing
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$50,000
<b>Funding Source:</b>	ED LIT 53990 (We are moving funding from 53960 grant line to 53990 other services per Jessica McClellan)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Sole Source

**Summary of Contract:** Flock Mobile Security Trailer to support neighborhood security. To be paid by HAND but administered by BPD. Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x Condor PTZ Camera - 1 360 Degree Multisensor Camera - Audio Talk Down



**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.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	IN - Bloomington PD	Initial Term:	12 Months
Legal Entity Name:	IN - Bloomington PD	Renewal Term:	12 Months
Accounts Payable Email:	williamm@bloomington.in.gov	Payment Terms:	Net 30
Address:	220 E 3rd St Bloomington, Indiana 47401	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$50,000.00</b>
<b>Flock Safety Video Products</b>			
Flock Mobile Security Trailer - Subscription -	Included	2	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$50,000.00
<b>Annual Recurring Subtotal:</b>	\$50,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$50,000.00

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

**Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$50,000.00

# 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.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer: IN - Bloomington PD  
Legal Entity Name: IN - Bloomington PD  
Accounts Payable Email: williamm@bloomington.in.gov  
Address: 220 E 3rd St Bloomington, Indiana 47401

Initial Term: 12 Months  
Renewal Term: 12 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

IC 5-14-3-4(b)(19)



Subtotal Year 1: \$50,000.00  
Annual Recurring Subtotal: \$50,000.00  
Estimated Tax: \$0.00  
Contract Total: \$50,000.00

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

### Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$50,000.00

Received/OK to Pay

By:

Date: 12/31/24

PO#: 2024-12121

GL#: 153-15-150000-53990

Fund: Ed-Lit

DocuSign Envelope ID: AB1B7D42-CB3B-44D1-8841-8D4ABE906153

Annual Recurring after Year 1	\$50,000.00
Contract Total	\$50,000.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description
Flock Mobile Security Trailer - Subscription -	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x Condor PTZ Camera - 1 360 Degree Multisensor Camera - Audio Talk Down

## FlockOS Features & Description

FlockOS Features	Description
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## Master Services Agreement

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

### RECITALS

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

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

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

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

## 1. DEFINITIONS

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

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

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

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

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

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

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

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

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

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

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

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

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

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

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

## 2. SERVICES AND SUPPORT

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

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

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

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

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

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

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

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, 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 this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

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

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

#### **4. DATA USE AND LICENSING**

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

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

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

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

## 5. CONFIDENTIALITY; DISCLOSURES

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

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

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

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

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

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

**6.2 Notice of Changes to Fees.** 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 Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

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

## 7. TERM AND TERMINATION

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

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

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

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

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

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

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

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

## 9. LIMITATION OF LIABILITY; INDEMNITY

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

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

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

## 10. INSTALLATION SERVICES AND OBLIGATIONS

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

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

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

## 11. MISCELLANEOUS

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

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

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

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

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

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

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

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

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

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

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

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

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

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

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS: 401 N. Morton St; suite 130; Bloomington, IN 47408

ATTN: 

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Anna Killion-Hanson

EMAIL: 

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Anna.killionhanson@bloomington.in.gov

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EXHIBIT B  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

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

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

(ii) **Workers Compensation** insurance in accordance with statutory limits;

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

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

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



Enedina Kassamanian <enedina.kassamanian@bloomington.in.gov>

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## 24-716 Flock Security Trailer Agreement for BPD and HAND

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**Jessica McClellan** <jessica.mcclellan@bloomington.in.gov>  
To: Enedina Kassamanian <enedina.kassamanian@bloomington.in.gov>  
Cc: Julie Martindale <martindj@bloomington.in.gov>

Mon, Nov 25, 2024 at 3:13 PM

Approved.  
Signed Sole Source Form is attached, and saved in our Purchasing/Sole Source folder.  
Thank you,  
Jessica

**Jessica McClellan, CGFM**  
Controller, City of Bloomington

401 N Morton St. Suite 240  
Bloomington, IN 47404

On Mon, Nov 25, 2024 at 11:18 AM Enedina Kassamanian <enedina.kassamanian@bloomington.in.gov> wrote:  
[Quoted text hidden]

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 **2024-(HAND) Flock Safety (\$50,000).pdf**  
739K



**2024 Sole Source Letter for Flock Safety® Public Safety Solutions**

November 21, 2024

City of Bloomington

Hello,

This letter serves to confirm that Flock Group Inc. d/b/a Flock Safety is the sole provider of our proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime. Flock Safety's unique system integrates hardware and cloud-based software to enable real-time data processing and secure data sharing capabilities that are unavailable through other providers.

As the sole developer and provider of this proprietary technology, Flock Safety retains exclusive rights to manufacture, license, and support the products and software we offer. Our solutions include cutting-edge features such as machine learning analytics, CJIS-compliant data storage, and a centralized system that facilitates collaboration across multiple jurisdictions, supporting a more robust and efficient public safety network.

No other vendor offers the specific combination of hardware and cloud-based features, CJIS-compliant data handling, or the national network capabilities that Flock Safety provides. For these reasons, Flock Safety is the only source available for these services.

Thank you,

Garrett Langley CEO, Flock Safety®

A handwritten signature in black ink, appearing to read "G. Langley", enclosed in a white rectangular box.





## **Flock Safety® Video Cameras**

Flock Safety® is the sole manufacturer, developer, and distributor of the Flock Safety Condor™ video cameras and Flock Safety Wing® video integration.

### **Flock Safety Condor™ Fixed**

- Fixed, live, and record video ideal for building exteriors and city streets
- Available with AC or solar power
- Subscription-based live and recorded video solution, including hardware, cellular, installation, ongoing maintenance, and a cloud-based video management system, which allows officers to remotely view instant replay of downloadable live on-scene video with pan-tilt-zoom (“PTZ”) controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep
- Improves safety with live and recorded video for enhanced situational awareness and case clearance

### **Flock Safety Condor™ PTZ**

- Live and recorded video with remote PTZ controls ideal for open areas such as intersections or parks
- Subscription-based live and recorded video solution, including hardware, cellular, installation, ongoing maintenance, and a cloud-based video management system, which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep
- Improves safety with live and recorded video for enhanced situational awareness and case clearance

### **Flock Safety Wing®**

- Allows customers to easily integrate video cameras into FlockOS® for a seamless workflow
- Ability to apply computer vision to third-party cameras, transforming them into evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® automated license plate recognition (“ALPR”) cameras
- Flock Safety Wing® livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence, including ALPR and livestream cameras, on Flock Safety Wing® suite
- Ability to access live and recorded video using Flock Safety Condor™

The Flock Safety® video cameras listed above are the **only** Law Enforcement Grade video cameras to offer the following combination of proprietary features:



# flock safety

- **Vehicle Fingerprint Technology®**
  - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
  - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
  - Ability to “Save Search” based on description of vehicles using Flock’s patented Vehicle Fingerprint Technology® without the need for a license plate, and set up alerts based on vehicle description
  - Only LPR provider with “Visual Search,” which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
  
- **Integrated Cloud-Software & Hardware Platform**
  - Best in class ability to capture and process up to 30,000 vehicles per day with a single device powered exclusively by solar power
  - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
  - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
  - Utilizes motion capture to start and stop recording without the need for a reflective plate
  - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
  - On device machine processing to limit LTE bandwidth consumption
  - All images and metadata is encrypted throughout its entire lifecycle from on-device to storage in Flock’s US-based CJIS-compliant cloud
  - Covert industrial design for minimizing visual pollution
  
- **Transparency & Ethical Product Design**
  - One-of-a-kind “Transparency Portal,” a public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
  - Built-in integration with National Center for Missing & Exploited Children (“NCMEC”) to receive AMBER Alerts to find missing children
  - Privacy controls to enable certain vehicles to “opt-out” of being captured
  
- **Integrated Audio & Gunshot Detection**
  - Ability to pair with Flock Safety Raven® audio detection device, which has natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
  
- **Live Video Integration**



# flock safety

- Ability to apply computer vision to third-party cameras using the Flock Safety Wing® LPR video camera, transforming them into evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® ALPR cameras
  - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
  - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (“AVL”) on Flock Safety Wing® suite
  - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.
- **Situational Awareness**
    - FlockOS® is the world’s first and only public safety operating system compatible with Flock Safety® LPR video cameras, including Flock Safety Condor™ live streaming fixed and Flock Safety Condor™ PTZ video cameras, and the Flock Safety Raven® audio detection device, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
    - Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
    - FlockOS® features Flock Safety® unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its’ direction of travel providing users with possible outcomes based on a confidence threshold
- **Warranty & Service**
    - Lifetime maintenance and support included in subscription price
    - Flock Safety® is the only fully integrated ALPR one-stop solution from production of the device to delivery and installation
    - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- **Partnerships**
    - Flock Safety® is the only LPR provider to officially partner with Axon® to be natively and directly integrated into Evidence.com®
    - Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of Axon Fleet® 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon® cameras
    - Flock Safety® is the only LPR provider to officially partner with Prepared911 to distribute 911 call audio and transcripts to law enforcement agencies



# flock safety

- Through FlockOS, Flock Safety® is the only LPR provider to officially partner with FirstTwo to enable clicking anywhere on a display map to display the relevant information from FirstTwo
- Access to additional cameras purchased by Flock's HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Flock Safety® is the only LPR provider to officially partner with Wanco, Inc. to offer Flock Safety's Mobile Security Trailer, an infrastructure-free solution designed to provide a movable public safety presence.
- **The Flock Safety Mobile Security Trailer combines:**
  - Two (2) PTZ video cameras that are equipped with remote controls for live and recorded video
  - One (1) multi-sensor 360 panoramic camera that offers situational awareness with live views from four different angles for comprehensive coverage
  - Flashing Blue Lights that provides a clear signal that law enforcement is monitoring the area, acting as a visual crime deterrent
  - Integration with the FlockOS platform, centralizing live monitoring, evidence capture, and case management across all locations
  - **Optional feature:** Can include LPR functionality, which is compatible with the FlockOS platform
  - 24/7 real-time alerts, notifying law enforcement of incidents and allowing for customizable monitoring during off-hours using advanced AI for human and vehicle detection



# flock safety

## INVOICE

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

Invoice Number INV-59326  
 Invoice Date: 2/28/2025  
 Due Date: 3/30/2025  
 Payment Terms: Net 30  
 PO#:

25,850+  
10,650=  
36,500

Bill To: IN - Bloomington PD  
 220 E 3rd St  
 Bloomington, Indiana, 47401

Ship To: IN - Bloomington PD  
 220 E 3rd St  
 Bloomington, Indiana 47401

Billing Company Name: IN - Bloomington PD  
 Billing Contact Name: Scott Oldham  
 Billing Email Address: oldhams@bloomington.in.gov

Payment Terms: Net 30  
 Contracted Billing Structure: PPI End Date

Notes: IN - Bloomington PD - New Deal 1.24: Year 2 of 24 Month Term, 2025 - 2026

*Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.*

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	11	\$3,000.00	\$0.00	\$33,000.00
Flock Safety LPR Flex, fka Falcon Flex	1	\$3,500.00	\$0.00	\$3,500.00

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

Link to Location of Services: <https://planner.flocksafety.com/public/a5188c7e-6e74-4f26-bb7f-5673c45d0624>

**Subtotal:** \$36,500.00  
**Sales Tax:** \$0.00  
**Credit:** \$0.00  
**Payments:** \$0.00  
**Balance Due:** \$36,500.00

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



**INVOICE**

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

Invoice Number: INV-59326  
Invoice Date: 2/28/2025  
Due Date: 3/30/2025  
Payment Terms: Net 30  
PO#:

**Payment Remittance Information**

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-59326  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: 3302113966  
Account Type: Checking  
Routing / SWIFT Code: 121140399 / SVBKUS6S

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

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

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

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

Or

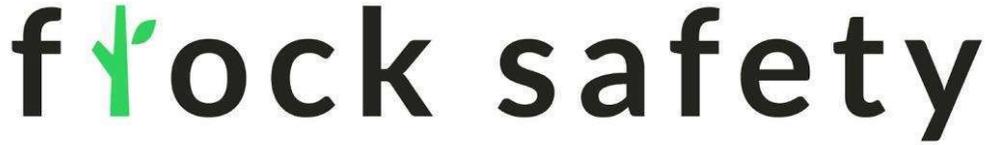
If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 1501 North Plano Rd. ste 100  
Richardson, TX 75081

Account: IN - Bloomington PD

Invoice #: INV-59326

Amount Due: **\$36,500.00**

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



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

Customer: IN - Bloomington PD  
 Legal Entity Name: IN - Bloomington PD  
 Accounts Payable Email: oldhams@bloomington.in.gov  
 Address: 220 E 3Rd St Bloomington, Indiana 47401

Initial Term: 24 Months  
 Renewal Term: 12 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual  
 Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$90,000.00</b>
<b>Flock Safety Platform</b>			
Flock Safety Platform - Essentials	Included	1	Included
<b>Flock Safety Video Products</b>			
Flock Mobile Security Trailer - Subscription	Included	2	Included
Flock Mobile Security Trailer - Subscription	Included	2	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$90,000.00
<b>Annual Recurring Subtotal:</b>	\$90,000.00
<b>Discounts:</b>	\$20,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$180,000.00

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

*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

**Special Terms:**

- 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.

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	

At Contract Signing	\$90,000.00
<b>Annual Recurring after Year 1</b>	\$90,000.00
<b>Contract Total</b>	\$180,000.00

\*Tax not included

### **Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$20,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x Condor PTZ Camera - 1 360 Degree Multisensor Camera - Audio Talk Down
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x PTZ Video Camera - 1 360 Degree Multisensor Camera - Audio Talk Down
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.

## 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.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
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	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

**LAW ENFORCEMENT - PRODUCT ADDENDUM - SUBSCRIPTION OPTION**

**TRAILER AS A SERVICE PROGRAM FOR  
FLOCK SAFETY MOBILE SECURITY TRAILERS**

WHEREAS, Customer has an interest in employing a public safety device to assist with deterring criminal activity and to assist with certain public safety investigations, to the extent permitted by law;

WHEREAS, Flock Safety offers a mobile security deterrence package to be considered part of the (“**Flock Services**”);

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

**1. GENERAL TERMS OF DELIVERY AND SERVICE.**

**1.1 Mobile Security Trailer Deterrence Package.** By executing this document, the Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation (“**Flock Safety Mobile Security Trailer**”). The Flock Safety Mobile Security Trailer shall include certain agreed-upon trailer hardware (“**Trailer Hardware**”), integrated Flock Hardware, and other key features as listed and agreed upon in the Order Form including access to the FlockOS® software.

**1.2 Delivery.** The delivery of the Flock Safety Mobile Security Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties. (“**Delivery Point**”). Delivery of the Flock Safety Mobile Security Trailer to the agreed-upon Delivery Point shall be entirely at Flock's (as defined below) risk and expense. The sales order shall include the shipping terms, all required business information of the Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order (“**Sales Order**”). If for any reason the Customer fails to accept delivery of the Flock Safety Mobile Security Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Safety Mobile Security Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Safety Mobile Security Trailer; and (ii) the Flock Safety Mobile Security Trailer shall be deemed to have been delivered. Once the Flock Safety Mobile Security Trailer is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Safety Mobile Security Trailer by all Authorized Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Safety Mobile Security Trailer for any reason, Flock shall bear no responsibility for reassembly.

**1.3 Trailer Hardware.** The Parties hereby acknowledge and agree that: **A)** Flock Safety expressly disclaims any implied warranty as to the fitness for a particular purpose and any other warranties, implied or otherwise, related to the Trailer Hardware; **B)** Flock Safety shall maintain full ownership of the Trailer Hardware and the Trailer Hardware shall be subject to the terms and conditions set forth in the Agreement; and **C)** The Customer shall be responsible for providing Flock Safety with prompt written notice requesting warranty claim support within a commercially reasonable amount of time from when the Customer has actual or constructive knowledge of the need for support and/or maintenance; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Trailer Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

**1.4 Flock Hardware.** The Parties hereby agree and acknowledge that: **A)** Flock Safety Hardware as listed and agreed upon under the Order Form shall be subject to the terms and conditions set forth in the Agreement; **B)** Flock Safety maintains ownership of all the Flock Hardware; **C)** Flock Safety shall be fully responsible for

supporting the hardware and software components related to the Flock Hardware including but not limited to troubleshooting, warranty claim support, and other related or corresponding activities as set forth in the Agreement; **D**) Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Flock Hardware; and **E**) any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

**1.5** Risk of Loss. 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 Safety Mobile Security Trailer.

**2. FLOCK SAFETY FEES.** The 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.

**3. TERM.** Unless otherwise indicated on the Order Form, the term of this Addendum shall be deemed to have commenced as of the Effective Date of the Agreement and shall continue until terminated as provided under the Agreement (the "**Term**").

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

Signed by:   
By: \_\_\_\_\_  
1024FAF1F68A40F...  
Name:           Dan Haley            
Title:           Chief Legal Officer            
Date:           9/25/2025          

**Customer: IN - Bloomington PD**

Signed by:   
By: \_\_\_\_\_  
E9A0FAE19B62413...  
Name:           Margie Rice            
Title:           Corporation Counsel            
Date:           10/1/2025          

PO Number: \_\_\_\_\_  
Signed by:   
By: \_\_\_\_\_  
1893C98BB0D5478...  
Name:           Anna Killion-Hanson            
Title:           Director of HAND            
Date:           10/1/2025

# flock safety

## INVOICE

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

Invoice Number: INV-76020  
 Invoice Date: 10/7/2025  
 Due Date: 11/6/2025  
 Payment Terms: Net 30  
 PO#:

Bill To: IN - Bloomington PD  
 220 E 3Rd St  
 Bloomington, Indiana, 47401

Ship To: IN - Bloomington PD  
 220 E 3rd St  
 Bloomington, Indiana 47401

Billing Company Name: IN - Bloomington PD  
 Billing Contact Name: Scott Oldham  
 Billing Email Address: oldhams@bloomington.in.gov

Payment Terms: Net 30  
 Contracted Billing Structure: Annual

Notes: IN - Bloomington PD Trailer Co-Term: Year 1 of 24 Month Term, 2025 - 2026  
 (Prorated credit of 8,470.32 applied. Balance due of 81,529.68)

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Mobile Security Trailer - Subscription	2	\$25,000.00	\$0.00	\$50,000.00
Flock Safety Platform - Essentials	1	\$0.00	\$0.00	\$0.00
Flock Mobile Security Trailer - Subscription	2	\$20,000.00	\$0.00	\$40,000.00

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

Subtotal: \$90,000.00  
 Sales Tax: \$0.00  
 Credit: \$8,470.32  
 Payments: \$0.00  
 Balance Due: \$81,529.68

*Scott Oldham*  
 2209-15-150000-53900  
 pay a close.  
 Having Security.

PO 2025-8550  
 pay & close

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.

# flock safety

## INVOICE

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

Invoice Number: INV-76020  
Invoice Date: 10/7/2025  
Due Date: 11/6/2025  
Payment Terms: Net 30  
PO#:

### Payment Remittance Information

#### Pay by Check:

Payable to: Flock Group Inc  
Memo: INV-76020  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

#### Pay by ACH:

Account Legal Name: Flock Group Inc.  
Account Number: 3302113966  
Account Type: Checking  
Routing / SWIFT Code: 121140399 / SVBKUS6S

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

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

.....  
Detach and Return with Payment

### Make Checks Payable to: Flock Group Inc

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

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 885 East Collins Boulevard,  
Suite 110  
Richardson, TX 75081

Account: IN - Bloomington PD

Invoice # INV-76020

Amount Due: **\$81,529.68**

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



**CONTRACT COVER MEMORANDUM**

**TO:** Margie Rice, Jessica McClellan  
**FROM:** Enedina Kassamanian  
**DATE:** 11/25/24  
**RE:** Flock Mobile Security Trailer

<b>Contract Recipient/Vendor Name:</b>	Flock
<b>Department Head Initials of Approval:</b>	AKH/MD
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Anna Killion-Hanson/ Mike Diekhoff
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian/Anna Holmes/Margie Rice
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2040
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-716
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	1 year from date of signing
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$50,000
<b>Funding Source:</b>	ED LIT 53990 (We are moving funding from 53960 grant line to 53990 other services per Jessica McClellan)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Sole Source

**Summary of Contract:** Flock Mobile Security Trailer to support neighborhood security. To be paid by HAND but administered by BPD. Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x Condor PTZ Camera - 1 360 Degree Multisensor Camera - Audio Talk Down