

Memorandum of Understanding

The California Highway Patrol
and
The City of Oakland

I. PARTIES – PARTICIPATING AGENCIES

This agreement, referred to herein as a “Memorandum of Understanding” (MOU, or Agreement) is entered into by and between the:

- A. California Highway Patrol, Golden Gate Division (CHP), and
- B. The City of Oakland (Oakland) on behalf of the Oakland Police Department (OPD or Participating Agency).

CHP and OPD may be referred to herein as a “Participating Agency,” and collectively as “Participating Agencies.”

This Agreement concerns the Participating Agencies’ access to, and use of, specific equipment, technology, and data provided or maintained by the Flock Group, Inc. (FLOCK), with a place of business at 2588 Winslow Drive, Atlanta, GA 30305. The specific services provided by FLOCK, and acquired by each Participating Agency through Agreement 2720-065PR3072 (dated March 29, 2024) between FLOCK and CHP (Flock-CHP Agreement), include access to FLOCK’s technology platform and Flock Safety Dashboard (together known as the “Flock Service”), as well the ability to view and search videos recorded by FLOCK (known as “Flock Recordings”), which are stored for no longer than 30 days. The Flock-CHP Agreement is incorporated herein by reference. If any provision in this MOU conflicts with the Flock-CHP Agreement, then the Flock-CHP Agreement controls.

PARTICIPATING AGENCIES HEREBY AGREE AS FOLLOWS:

II. PURPOSE/MISSION

The purpose of the MOU is to increase the investigative capabilities of Participating Agencies, with the goal of reducing crime in the city of Oakland and its surrounding communities. The MOU also seeks to provide Participating Agencies with enhanced investigative resources, the increased ability to quickly and safely apprehend fugitives, and identify persons involved in serious crimes that put the public at risk.

This MOU also serves to set forth the terms and conditions of access to the FLOCK resources purchased by each Participating Agency. Each Participating Agency will dedicate resources to maintaining Flock Services within their own jurisdictional areas of responsibility.

Participating Agencies agree to provide access to these Flock Recordings to one another via the Flock Dashboard.

As with any law enforcement capability, CHP and OPD must use FLOCK resources in a manner consistent with the requirements and protections of the United States Constitution, including the Fourth Amendment, and applicable federal and state statutory authorities, including the California Values Act (Government Code section 7282.5 and sections 7284.2 et seq.). Information resulting from the use of FLOCK resources must be handled consistent with applicable statutes, regulations, and policies that guide law enforcement in the collection, retention, and disclosure of data.

III. EFFECTIVE DATE/DURATION/TERMINATION

- A. This MOU shall become effective upon execution by both Participating Agencies.
- B. The term of this MOU is three years from the effective date.
- C. The Participating Agencies will review the mission objectives and the need for continued operation under this MOU every 12 months.
- D. Either Participating Agency may withdraw from this MOU by written notice. Unless earlier withdrawal is required because of an emergency or legal obligation, written notice of intent to withdraw must be provided to the other Participating Agency at least 30 days prior to the date of withdrawal. In the event of an emergency or legal obligation, this MOU may be canceled by either Participating Agency without prior notice.

IV. PROGRAM OVERSIGHT, MANAGEMENT, AND SUPERVISION

- A. Program Oversight Committee
 - 1. The Program Oversight Committee (Committee) shall be comprised of a designee from each Participating Agency. Designees will be selected by the Chief of Oakland Police Department and the Chief of Golden Gate Division for the CHP.
 - 2. The Committee shall meet at least annually to review and assess:
 - a. Program policies and procedures
 - b. Operational guidelines
 - c. Policy compliance
 - d. Equipment condition
 - e. Contracted service commitments
 - f. MOU terms and provisions

3. The Committee shall prepare an annual report to summarize its review and assessment and provide the report to each Participating Agency's Chief.

B. Participating Agency Responsibilities

The following provisions will guide the Participating Agencies regarding resources, policy, training, and supervision:

1. The location for any FLOCK resources will be determined by the Participating Agencies who have law enforcement jurisdiction where the resource is to be placed, i.e., Oakland Police Department will determine the location of FLOCK devices within the city of Oakland, to include state right of ways that fall within the city of Oakland.
2. The FLOCK resources located within the jurisdiction of each Participating Agency will fall under the ownership and policies of that respective agency.
3. Participating Agencies will assume full financial responsibility for any damage to a FLOCK resource located within their respective jurisdiction, when the damage or loss is the result of an intentional act by any party, other than a FLOCK representative.
4. No later than 12 months after the execution of the FLOCK-CHP Agreement, each Participating Agency will assume full financial responsibility (to include maintenance and any applicable service/access fees charged by the vendor) for all FLOCK resources located within their respective jurisdictions.
5. The CHP will fund the initial cost of all FLOCK resources and services within the city of Oakland and Oakland will reimburse the CHP for all initial costs, as stated in Attachment B, associated with the acquisition of Flock cameras in the city of Oakland within 12 months of effective date of this MOU.
6. As applicable, the CHP will obtain from FLOCK a breakdown of costs and fees based on location of FLOCK resources in a Participating Agency's jurisdiction and/or FLOCK OS instance. In the event that an expense or fee applies universally to all FLOCK resources or services, the Participating Agencies agree to pay a percentage of the expense or fee based upon the respective percentage of FLOCK resources located in each Participating Agency's jurisdiction at the time the expense or fee was incurred, or an amount mutually agreed upon by both Participating Agencies.
7. As applicable, the CHP will provide to OPD itemized documentation of all FLOCK costs and expenses related to this MOU on a monthly basis. Documentation

includes information about credits or tolling for service interruptions or suspensions, as well as reimbursements for damages caused by FLOCK.

8. In the event of termination of this MOU during the first year of the Flock-CHP Agreement, as an agent of the State of California for purposes of the Flock-CHP Agreement, Oakland shall work directly with FLOCK to remove FLOCK resources as applicable within the city of Oakland.
 - a. As needed, Oakland will provide the CHP with necessary information to complete a Work Authorization Form as described in the Flock-CHP Agreement, Exhibit A – Statement of Work, Appendix B – Work Authorization Form
 - b. CHP shall add costs of any additional work related to terminating FLOCK services in Oakland to the total amount Oakland owes as described section IV.B.4 above.
 - c. Oakland shall not be responsible for FLOCK professional or software service fees charged after termination or cancellation of this MOU and related to FLOCK resources located in the city of Oakland.

9. Use of FLOCK resources authorized by this MOU shall be restricted to users who meet all of the following criteria:
 - a. Are employed by a Participating Agency for the purposes of conducting, or assisting with, the completion of criminal or administrative investigations.
 - b. Have completed the required system training provided by FLOCK.
 - c. Are familiar with their agency's policies, and applicable state law, regarding the use of private digital information, ethics, codes of conduct, and inconsistent and incompatible peace officer activities.

10. Each Participating Agency will designate a Program Coordinator (Coordinator) for management of FLOCK resources. These Coordinators are responsible for insuring compliance with this MOU, as well as maintaining the FLOCK contract for their respective agency. The personnel assigned as Coordinators will be listed on Attachment A to this MOU. Additions, deletions, and temporary reassignments of Coordinators will be at the discretion of the respective Participating Agency, with notice to the other Participating Agency.

11. Each Participating Agency shall be responsible for receiving, investigating, and adjudicating any personnel complaint(s) regarding their employee(s) arising out of the use of FLOCK.

V. FLOCK RESOURCES INSTALLED AT OAKLAND ADDRESSES

- A. Installation locations of FLOCK resources at Oakland addresses are set forth in the Flock-CHP Agreement, Exhibit A – Statement of Work, Attachment A – Installation Locations, Oakland Police Department Locations.
- B. Oakland is currently in the process of executing a Memorandum of Understanding with FLOCK (Flock-Oakland MOU), which includes a deployment plan (Flock-Oakland MOU, Oakland Deployment Plan) describing the installation of FLOCK hardware at Oakland addresses. Oakland will provide to the CHP a copy of the draft Flock-Oakland MOU for review and feedback prior to execution.
- C. FLOCK will work directly with Oakland’s Department of Transportation or other city designee to obtain any necessary permits and install FLOCK cameras and resources. OPD will confirm cameras are operational on a weekly basis and inform CHP of successful installations weekly. The CHP will provide FLOCK with appropriate documentation in a reasonably timely manner.
- D. In the event that any Oakland assets sustain damage during installation, maintenance, repair or replacement during the first year of the Flock-CHP Agreement, FLOCK shall work directly with Oakland, an agent of the State of California for purposes of the Flock-CHP Agreement, to address the damage. If FLOCK agrees to compensate Oakland for damage sustained during the first year of the Flock-CHP Agreement, CHP shall deduct that payment amount from the total amount Oakland owes as described in section IV.B.4 above.
- E. If additional work in Oakland during the first year of the Flock-CHP Agreement must be performed that was wholly unanticipated and was not identified in the Oakland Deployment Plan:
 - i. Oakland will provide the CHP with necessary information to complete a Work Authorization Form as described in the Flock-CHP Agreement, Exhibit A – Statement of Work, Appendix B – Work Authorization Form
 - ii. If additional works needs to be completed, Oakland’s Department of Transportation or other city designee will coordinate with FLOCK directly.

- iii. Acceptance and approval of additional work shall be done in accordance with the process described in this Section V, including testing cameras as applicable, informing the CHP of successful completion of work, and the CHP providing FLOCK with appropriate documentation and payment
 - iv. CHP shall add costs of any additional work in Oakland to the total amount Oakland owes as described section IV.B.4 above.
- F. As an agent of the State of California for purposes of the Flock-CHP Agreement, Oakland will contact FLOCK directly, and notify the CHP, if any maintenance or repairs to Flock resources installed at Oakland addresses are needed.

VI. FLOCK SERVICE FOR OPD

- A. OPD will have its own instance of the FLOCK OS as discussed in the Flock-CHP Agreement, Exhibit A – Statement of Work, Section 14, System Requirements.
- B. FLOCK will work directly with OPD and Oakland’s Information Technology Department to configure the Flock Service for OPD consistent with the Flock-CHP Agreement and Flock-Oakland MOU and set up user identifications.
- C. Once the Flock Service for OPD has been configured, OPD will act in good faith and determine if the software and configuration has been successfully implemented and meets OPD’s requirements as to:
 - i. ERSI based map interface
 - ii. Real-time alerting on all FLOCK devices installed at Oakland addresses
 - iii. FLOCK Insights/Analytics page
 - iv. ALPR search tool with vehicle fingerprint analytics
 - v. Real-time NCIC alerts on FLOCK cameras
 - vi. use of custom hot lists
 - vii. time- and location-based searches
 - viii. access to approved outside agency ALPR data
 - ix. Integration with Oakland’s Microsoft Azure AD Identity Service for SSO and MFA with end user provisioning

Upon successful implementation of Flock Service for OPD, OPD will notify CHP. In the event of issues with configuration or implementation, OPD will work directly with FLOCK to resolve, and notify the CHP of the resolution.

- D. As an agent of the State of California for purposes of the Flock-CHP Agreement, Oakland will contact FLOCK directly for support with the Flock Service.

VII. DATA OWNERSHIP AND SHARING

- A. FLOCK Recordings made from FLOCK devices located within the City of Oakland are the property of the Oakland Police Department.
- B. Oakland Police Department retains any legally cognizable right, title and interest in any data, media and content provided by OPD, including hot lists entered by OPD.
- C. Each Participating Agency may access the other Participating Agency's FLOCK Recordings as part of its own ongoing criminal or administrative investigation, and for the defense of civil actions. For criminal investigations, access shall be based on a standard of Reasonable Suspicion or greater.

For each query, the accessing Participating Agency shall record:

- i. The date and time the information is accessed,
 - ii. the data elements used for query,
 - iii. the username of the person who accesses the information,
 - iv. the relevant report number, Penal Code or Vehicle Code.
- D. Under no circumstances shall FLOCK recordings made from FLOCK devices located within the City of Oakland be used for the purpose of pursuing criminal charges or civil enforcement against individuals for obtaining, providing, or supporting reproductive health care services, to ensure that medical rights of residents of and visitors to Oakland, a Sanctuary City, remain intact.

VIII. MEDIA INQUIRIES AND PUBLIC RECORDS ACT REQUESTS

Each Participating Agency will limit any response to media inquiries or Public Records Act requests to speak only on behalf of their own respective agency. Any request that requires a Participating Agency to speak on behalf of another Participating Agency, should be denied, and the requestor should be directed to the appropriate Participating Agency.

Media relations specific to each Participating Agency's use of FLOCK resources, program equipment, program technology, and program policies and procedures will be handled by their respective Public Information Officers (or equivalent title).

IX. LIABILITY

Notwithstanding any other agreements, the CHP agrees to hold harmless and indemnify the OPD against any legal liability with respect to bodily injury, death, property damage, or violation of the Surveillance Technology ordinance (violation), arising out of the CHP's use of FLOCK resources acquired by the OPD and shared with the CHP pursuant to this agreement, except for such losses, damages, or violations which were caused by the sole negligence or willful misconduct of the OPD.

Further, the OPD agrees to hold harmless and indemnify the CHP against any legal liability with respect to bodily injury, death, property damage, or violation of the Surveillance Technology ordinance (violation), arising out of the OPD's use of FLOCK resources acquired by the CHP and shared with the OPD pursuant to this agreement, except for such losses, damages, or violations which were caused by the sole negligence or willful misconduct of the CHP.

X. REVISIONS

The terms of this MOU may be amended, modified, or revised in writing. Such amendment, modification, or revision will become effective upon the signatures of authorized representatives of all the Participating Agencies.

XI. COMPLIANCE WITH LAW

Participating Agencies shall abide by all applicable federal, state, and local laws and regulations governing Flock Services and any other activities pursuant to this MOU, including, but not limited to, the California Values Act (Government Code section 7282.5 and sections 7284.2 et seq.) and California Civil Code sections 1798.90.5 et seq. governing automated license plate recognition data.

XII. NOTICES

Unless otherwise indicated elsewhere in this agreement, all written communications sent by the parties may be conveyed by U.S. mail, email, or by facsimile, and shall be addressed as follows:

To: California Highway Patrol, Golden Gate Division

Chief Donald Goodbrand
California Highway Patrol, Golden Gate Division
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 917-4300
Fax: (707) 649-4814
Email: dgoodbrand@chp.ca.gov

To: Oakland Police Department

Chief Floyd Mitchell
Oakland Police Department
455 7th Street
Oakland, CA 94607
Phone: (510) 238-3455
Fax: (510) 238-2251
Email: fmitchell@oaklandca.gov

XIII. SIGNATORIES

By: _____ Date: _____
Name: Donald Goodbrand
Title: Chief, Commander
Agency: California Highway Patrol, Golden Gate Division

By: _____ Date: _____
Name: Floyd Mitchell
Title: Chief
Agency: Oakland Police Department

By: _____ Date: _____
Name: Jestin Johnson
Title: City Administrator
Agency: City of Oakland

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Information Sharing Between
The California Highway Patrol
and
The City of Oakland

ATTACHMENT A: PROGRAM COORDINATORS

California Highway Patrol, Golden Gate Division:

Lieutenant Michael Ball, ID 18571
Investigative Services Unit Coordinator
1515 Clay Street, Suite 1602
Oakland, CA 94612
Phone: (510) 622-4633
Fax: (510) 622-4637
mball@chp.ca.gov

Oakland Police Department:

Dr. Carlo M. Beckman
Manager II, Bureau of Services
Oakland Police Department
455 7th Street
Oakland, CA 94607
Phone: (510) 238-2068
Fax: (510) 238-2251
Email: cbeckman@oaklandca.gov

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ATTACHMENT B: INITIAL COST OF FLOCK SERVICES WITHIN CITY OF OAKLAND

OAKLAND CAMERAS		Unit Cost	Total Price
1-	Annual service - 290 cameras	Included	\$902,000
2-	Existing Implementation - 251 cameras	\$150	\$37,650
3-	Advanced Implementation - 16	\$1,000	\$16,000
4-	Standard Implementation - 23	\$650	\$14,950
	Total		\$970,600