

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter "**MOU**") by and between Flock Group, Inc., with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the City of Oakland ("**City**"), a municipality, located at One Frank Ogawa Plaza, Oakland, CA 94612 (each a "**Party**", and together, the "**Parties**") is effective upon execution by the Parties ("Effective Date");

**WHEREAS**, Flock has entered into Agreement 2720-065PR3075 (dated March 29, 2024) with the California Highway Patrol ("CHP") to implement its Automated License Plate Reader Camera System and related services and equipment ("Services") within Alameda County and the City ("Flock-CHP Agreement");

**WHEREAS**, the Parties agree that the terms and conditions of the Flock-CHP Agreement apply to the City, as CHP's Agent, for services associated with state right of way addresses located in the City;

**WHEREAS**, the Parties agree that the City, as CHP's Agent, will coordinate directly with Flock for the deployment and use of Flock's Services associated with state right of way addresses located in the City;

**WHEREAS**, the City will use Flock's Services for investigative purposes, in order to view and search photos and videos recorded by Flock, which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

**WHEREAS**, the Parties agree to take all steps necessary to ensure that the Deployment Plan

(Attachment A) contains the necessary terms and conditions for Flock’s deployment of its Services for state right of way addresses located in the City;

IN WITNESS WHEREOF, Flock and City have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

**FLOCK GROUP, INC.**

**Oakland PD**

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

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

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

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

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

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

**City of Oakland**

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**ATTACHMENT A**  
**Oakland Deployment Plan**

1. Flock equipment may not obscure the required visibility or interfere with the operation of any traffic control device existing or installed by Oakland Department of Transportation's ("OakDOT") in the future. OakDOT may request Flock to relocate/remove their equipment that interfere with existing or future installations of traffic control devices. In case of emergency, for safety reasons, OakDOT may remove Flock equipment at OakDOT's discretion. In such case, the equipment will be stored at the City of Oakland facility located at 7101 Edgewater Drive, Oakland, for Flock to retrieve within one week upon notification.
2. In case of a pole knockdown or dislodged equipment, OakDOT may retrieve and store Flock equipment at the 7101 Edgewater facility for Flock to retrieve within one week upon notification.
3. Should the City of Oakland assets sustain any damage during the installation, maintenance, repair, or replacement of Flock equipment, Flock shall compensate the City the cost to repair or replace the damage City asset based on actual material cost and labor costs prescribed in Attachment A-1 - City of Oakland [Master Fee Schedule](#)).
4. Installation of Flock equipment on 139 existing City of Oakland street light poles (the number and location of the poles may change subject to OakDOT's approval) shall comply with the installation specifications in Attachment A-2 - Streetlight STD Flacon (1).
5. Installation of Flock equipment on 134 existing City of Oakland traffic signal poles (the number and location of the poles may change subject to OakDOT's approval) shall comply with the installation specifications in Attachment A-3 - Traffic Signal Horizontal Flacon (1).
6. Installation of Flock equipment on 17 locations proposed by Flock for equipment installation on new poles shall comply with the installation specifications in Attachment A-4 - Stamped DETAIL SHEET PORVELI\_(W) FALCON TOP SOLAR 10052023.
  - a. For installation of the 17 new poles and equipment, permits including excavation, obstruction and encroachment permits may be required. Flock agrees to comply with any instructions in permit issuance reports and will work with Emily Ehlers, Right-of-Way Division Manager, OakDOT ([eehlers@oaklandca.gov](mailto:eehlers@oaklandca.gov)).
7. For up to 16 higher-powered cameras that need to be connected to an AC power source, Flock will install the equipment and notify OakDOT, upon completion, to establish the power connection.