

LOS ANGELES POLICE DEPARTMENT

JIM McDONNELL
Chief of Police



KAREN BASS
Mayor

P.O. Box 30158
Los Angeles, Calif. 90030
Telephone: (213) 486-0150
TDD: (877) 275-5273
Ref # 1.14

June 9, 2025

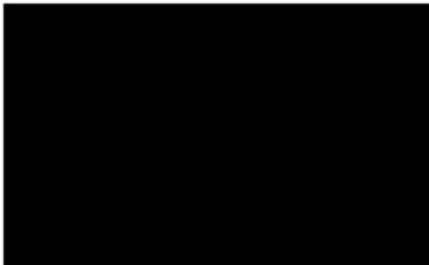
Garrett Langley
Flock Group, Inc.
1170 Howell Mill Rd NW
Atlanta, GA 30318

Dear Mr. Langley,

The Los Angeles Police Department (LAPD) recently reviewed and approved the Memorandum of Agreement (MOA) between LAPD and the Flock Group, Inc. The MOA outlines the terms and conditions under which Flock Group, Inc. (Flock) will collaborate with the LAPD to conduct a 90-day testing and evaluation trial of a Crew-Based Drone as First Responder (DFR) program (Test Trial).

The Test Trial is designed to evaluate how drones can enhance real-time situational awareness, improve officer safety, and optimize response times in Topanga Area and West Los Angeles Area, or any other mutually agreed upon location. Flock will work with the LAPD to develop and refine its drones' DFR capabilities and evaluate the effectiveness and reliability of its equipment and software in the City of Los Angeles for the purpose of responding to 911 calls and officer requests.

Enclosed are two signed copies of the MOA for your signature and full execution. Once you have signed the documents, please return one copy to our Department in the enclosed self-addressed envelope. If you have any questions, please contact Commander Steven A. Ramos, Assistant to the Director, Office of Constitutional Policing and Policy, at (213) 486-8730.



Enclosures

MEMORANDUM OF AGREEMENT BETWEEN THE LOS ANGELES POLICE DEPARTMENT (LAPD) AND FLOCK GROUP, INC. [CREW-BASED DRONE AS FIRST RESPONDER (DFR) TEST TRIAL]

1. Purpose

This Memorandum of Agreement (“MOA”) outlines the terms and conditions under which Flock Group, Inc. (“Flock”) will collaborate with the Los Angeles Police Department (“LAPD”) to conduct a ninety (90) day testing and evaluation trial of a Crew-Based Drone as First Responder (DFR) program (“Test Trial”). The Test Trial is designed to evaluate how drones can enhance real-time situational awareness, improve officer safety, and optimize response times in Topanga Area and West Los Angeles Area (West LA), or any other mutually agreed upon location.

During the Test Trial, Flock will work with the LAPD to further develop and refine its drones’ DFR capabilities and evaluate the effectiveness and reliability of its equipment and software in the City of Los Angeles (“City”) for the purpose of responding to 911 calls and officer requests.

2. Objectives

- Respond and assess incidents remotely and provide an aerial view before ground units arrive;
- Enhance officer safety by reducing exposure to potentially dangerous situations; and,
- Test and evaluate operational efficiency and resource allocation improvements.

3. Key Operational Aspects

a. Hardware, Software & Setup Overview. Flock will provide the following resources for the entirety of the Test Trial:

- **3 Flock Safety DFR 2.0 Starter Kits (“Flock Equipment”):** Includes three (3) DFR 2.0 Drones, cameras, batteries, and two (2) battery-swapping Docks (one per location). Associated software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. These Starter Kits will be provided under a no-cost Aircraft Agreement for the duration of the trial. The Aircraft Agreement is attached to this MOA as Addendum 1.
- **DFR Command:** Software Configuration.
- **Internet:** Ensures consistent connectivity and live video streaming.
- **Rooftop Crew:** Staffed up to 5 days a week, 10 hours daily, overseeing drone launches, landings, and media syncing.

b. Deployment Stages:

- **Stage 0, Planning (6-8 weeks pre-trial, or longer as needed to secure Beyond Visual Line of Sight (BVLOS) waivers):** Program setup, customer readiness, and FAA First Responder BVLOS waivers.
 - **Stage 1, Deployment & Training (Week 1):** On-site setup, pilot training (up to 4 pilots), and establishment of a Remote Operations Center.
 - **Stage 2, Go Live (Week 2):** Addressing product-related issues.
 - **Stage 3, Operations & Check-Ins (Weeks 3 to 12):** Full operational deployment with ongoing remote support and weekly reporting.
 - **Stage 4, Wrap-Up (Week 13):** Wrap up comprehensive reporting on trial success and recommendations for next steps.
- c. **Regulatory Support:** Flock will assist LAPD in securing FAA authorizations necessary for DFR operations. Flock and LAPD will agree on a desired deployment location, keeping with the low-risk parameters for rapid approval (i.e., outside of FAA UAS Facility Map grids with 0' altitude). Flock's regulatory team will immediately assist LAPD in submitting a jurisdictional Certificate of Waiver ("CoW"), if necessary, and a First Responder BVLOS CoW for the desired LAPD deployment location within LAPD's jurisdiction.

4. **Integrations and IT Setup**

As part of the Test Trial, Flock and LAPD will collaborate to scope Minimum Viable Product (MVP) integrations for Computer-Aided Dispatch (CAD) data and other technical systems necessary to LAPD's operations. This process will include:

- Identifying key CAD data requirements and establishing workflows for seamless integration with Flock's DFR Command software;
- Standing up integrations into Axon's Evidence.com and Axon Respond platforms, "subject to Axon's cooperation," for seamless offload of data;
- Evaluating and scoping additional systems and tools LAPD wishes to integrate, such as GIS mapping solutions, real-time incident reporting tools, and video management systems;
- Ensuring IT compatibility, including network infrastructure, data security protocols, and software interoperability; and,
- Scheduling regular technical scoping meetings to align goals and address challenges.

The integration scoping will ensure the Test Trial captures a comprehensive view of how drone technology may fit within LAPD's existing and future operational frameworks.

5. **Operational Roles and Responsibilities**

a. **Flock's Responsibilities:**

- Provide hardware (as specified in Section 3) and software support;
- Deliver expert training for up to 8 pilots;
- Staff a Rooftop Crew for 5 days a week, 10 hours per day;
 - Rooftop Crew will fill the role of Visual Observer.

- Assist LAPD in submitting FAA approval(s) necessary for remote DFR operations, including, for example:
 - Jurisdictional CoW covering LAPD jurisdiction, if necessary;
 - First Responder BVLOS with Visual Observer covering LAPD jurisdiction.
- Supply end-to-end deployment assistance, including planning documents and operational guidelines;
- Conduct daily flight tracking and provide weekly summaries with key metrics, wins, and challenges;
- Provide flight data to LAPD in a format suitable to facilitate the creation of a public-facing website providing flight details of all Test Trial flights;
- Prepare a final Proof of Concept Report summarizing trial outcomes and recommendations. The Proof of Concept Report will be considered Flock Confidential Information;
- Provide an export of City Data stored within Flock's systems or held by Flock, in any form or format, at no charge to City within three (3) business days upon request;
- Ensure that, at the end of the Test Trial, all City Data, as defined in Section 9, on Flock servers is made available for download by LAPD, and afterwards shall be deleted from Flock's servers within thirty (30) days; and,
- Enable and support connection to the City's Local Area Network (LAN) and power supply connectivity.

b. LAPD's Responsibilities:

- **CoW Pre-Requisite:** Determine eligibility for public aircraft operations, obtain a public declaration letter, and gain access to the FAA CoW Application Processing System.
- **Location:** Provide access to a rooftop or similar location with a power supply for the Rooftop Crew.
- **Remote Ops Center Setup:** Arrange monitors, pedals, radios, clear IT / whitelisting protocols, and access to the 911 call-for-service system/CAD system and licensing.
- **Personnel:**
 - Designate a DFR Program Owner and primary point of contact (POC) for Flock;
 - Provide a minimum of two (2) pilots with FAA Part 107 licenses to run DFR operations; and,
 - Develop an Remote Pilot In Command (RPIC) shifts/scheduling plan.
- **Success Criteria:** Develop a clear set of success criteria for the Test Trial;
- **Compliance with terms:** Use by LAPD of Flock products will, except as specified in this MOA, comply with the obligations included in Flock's Terms of Use and EULA, located at <https://www.flocksafety.com/terms-and-conditions>;
- **Return of Flock Equipment:** Unless otherwise agreed in writing between the parties, within thirty (30) days of the conclusion of the Test Trial, LAPD shall

relinquish all Flock Equipment to Flock, subject to reasonable wear and tear, and software licenses will terminate.

6. Flock Test Trial Deliverables

- Program Management Planning Guide;
- Regulatory Guide: How to Obtain a Public Safety Jurisdictional COA or CoW;
- Training for up to eight (8) pilots;
- Daily Flight Tracker with key incident response metrics;
- Weekly summaries detailing wins and challenges;
- Proof of Concept Report summarizing trial results and recommendations; and,
- Success Criteria documentation agreed upon by LAPD and Flock.

7. Trial Period

The terms of this MOA will become effective on the date of the final signature to this MOA, and will remain in effect for ninety (90) days.

Adjustments to the schedule may be made by mutual written agreement between LAPD and Flock.

8. Termination

Either party may terminate this MOA for any reason with fourteen (14) days' written notice. Upon termination, all Flock-provided hardware will be returned within thirty (30) days, and LAPD will be given the opportunity to download all City Data, as defined in Section 9, remaining on Flock's servers before it is deleted. A final report summarizing progress will be provided to LAPD by Flock by the last day of the Test Trial.

Written notice concerning the termination of the MOA will be given by registered or certified mail to the following addresses:

Chief of Police
Los Angeles Police Department
100 W. 1st Street
Los Angeles, CA 90012

Garrett Langley
Flock Group, Inc.
1170 Howell Mill Rd NW
Atlanta, GA 30318

9. Confidentiality

All documents, information, and materials provided to Flock by LAPD or developed by Flock pursuant to this Agreement (collectively "Confidential Information") are confidential. However, LAPD may share or publish information and findings at the conclusion of the Test Trial (not including Trade Secrets or Proprietary information).

The City is the sole and exclusive owner of all data and information provided to Flock by or on behalf of the City pursuant to this Agreement, as well as any video and/or audio recordings taken by the Flock Equipment in the City ("City Data"). Flock shall not use City Data for any purpose other than specified in Section 1, nor shall Flock sell, assign, lease, dispose of, or otherwise use City Data for any other purpose. The City may require Flock to export City Data stored within Flock's systems or held by Flock, in any form or format at no charge to the City within three (3) business days.

Records that Flock marks as "Trade Secret," "Confidential," or "Proprietary" (or words to similar effect) shall be treated as trade secret or proprietary pursuant to the California Public Records Act ("Trade Secret Information"). Flock shall be responsible for clearly and prominently marking each and every page or sheet of information that it believes to be "Trade Secret," "Confidential," or "Proprietary."

Flock or LAPD, as applicable, shall not provide or disclose any Proprietary, Confidential or Trade Secret Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by LAPD and Flock or as required by law. All City Data to which Flock may have access, exercise control over, or possess, during the Test Trial, including but not limited to video and audio recordings taken by the Flock Equipment, remains the property of the City, and is Confidential Information.

Flock shall immediately notify LAPD of any attempt by a third party to obtain access to any City Data or Confidential Information. LAPD shall immediately notify Flock of any attempt by a third party to obtain access to any public records act request involving Flock records, including but not limited to Confidential or Trade Secret Information. Upon Flock's request, or in the event of litigation concerning the disclosure of any Confidential or Trade Secret Information, LAPD will retain the information until otherwise ordered by a court.

Flock, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the Confidential or Trade Secret Information, and shall indemnify and hold LAPD harmless from and against all suits and causes of action, claims, losses, demands and expenses, including reasonable attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LAPD, including reasonable costs of experts and consultants), damages or liability of any nature whatsoever, in connection with such action.

10. Waiver, Indemnification and Hold Harmless Agreement

Notwithstanding any provision to the contrary in the Flock Terms and Conditions, Flock and the City agree as follows with respect to the Test Trial:

The City and Flock acknowledge and agree that the Test Trial involves the use of new and developing technologies and that there are inherent risks associated with such use. The City hereby assumes all risks associated with the Test Trial, including but not limited to the risk of personal injury, property damage, or wrongful death, except to the extent such risks and/or resulting injury are caused by or arise from Flock's negligence, willful

misconduct, or defective or malfunctioning Flock Equipment or software used in connection with the Test Trial.

Flock shall indemnify, defend, and hold harmless the City from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Test Trial to the extent caused by: (a) the negligent or willful misconduct of Flock, its employees, agents, or subcontractors; or, (b) defective or malfunctioning Flock Equipment or software used in connection with the Test Trial.

Flock, for itself and on behalf of its employees, agents, insurers, and attorneys, waives any and all claims against the City for personal injury, property damage, or wrongful death arising from the Test Trial, except to the extent such claims arise directly from the City's negligence or willful misconduct.

11. Non-exclusivity

This MOA does not create any obligation for the LAPD to exclusively use Flock's services beyond the term of the Test Trial. LAPD retains the right to engage additional vendors during the Test Trial, and Flock's participation in the Test Trial does not guarantee or imply any future contractual relationship with LAPD.

12. Insurance Requirement

Flock hereby agrees to provide and maintain, at its own expense, insurance that has coverage and limits not less than: \$1,000,000.00 for workers' compensation; and \$1,000,000.00 for general liability. Such insurance must add the City as an additional named insured to cover the City's liability arising out of the acts or omissions of the named insured. Such insurance must add the City as a loss payee, in the event that the City suffers damages or losses due to Flock's negligent acts and/or omissions in connection with the Test Trial. Such insurance must include a waiver of subrogation that waives the insurer's right to recover from the City any workers' compensation paid to the injured employee or agent of Flock.

Flock agrees to provide the City with proof of insurance that meets these requirements prior to the Test Trial. All required insurance must be maintained in full force for the duration of the Test Trial.

Acknowledgment and Acceptance

By signing below, both parties acknowledge their understanding of, and agreement to the terms outlined in this MOA.

FOR THE LOS ANGELES POLICE DEPARTMENT:

JIM
Chi

Date:

6-11-25

FOR FLOCK GROUP, INC.:

Signed by:

00050FE03C63450...
GARRETT LANGLEY
Chief Executive Officer

Date:

7/7/2025

ADDENDUM 1

Aircraft Agreement: This Aircraft Agreement is by and between Flock Group, Inc. ("Flock") and the Los Angeles Police Department ("LAPD") effective on the date of the final signature to this agreement, and will remain in effect for ninety (90) days ("Agreement").

Aircraft Ownership: Flock owns the following small unmanned aircraft ("Aircraft"):

Make/Model	FAA Registration Number
Flock Safety DFR 2.0	

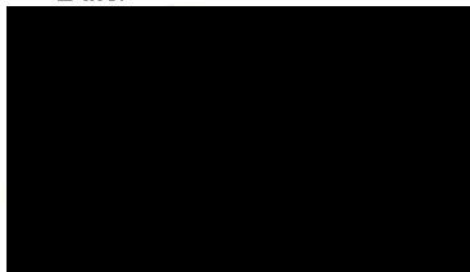
Aircraft Storage and Maintenance: Flock will retain responsibility for storing and maintaining the Aircraft. Flock will provide the Aircraft to Lessee in a condition for safe operation for operations in Los Angeles.

Term: This Agreement shall be in effect for the duration of the Test Trial. This Agreement can be terminated by either Party for any reason during or after the initial ninety (90) day term with fourteen (14) days prior written notice. Upon termination, the Parties will work together in good faith to return the Aircraft within 30 days of termination. Adjustments to the schedule may be made by mutual written agreement between LAPD and Flock.

Memorandum of Agreement: The use of the Aircraft under this Aircraft Agreement is subject to and governed by the Memorandum of Agreement to which this Aircraft Agreement is attached.

Payment: Flock will provide the Aircraft to LAPD for zero dollars. Flock shall pay all costs, expenses, and fees incurred with storage, maintenance, and operations of the Aircraft.

IN WITNESS WHEREOF, the parties have executed this Aircraft Agreement as of the Effective Date.



LICE DEPARTMENT:

Date: 6-11-25

FOR FLOCK GROUP, INC.:



GARRETT LANGLEY
Chief Executive Officer

Date: 7/7/2025