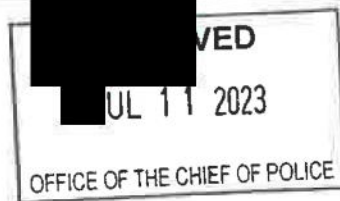


OFFICIAL CORRESPONDENCE REVIEW

INITIATED BY: (Name, Bureau or Division, etc.) SERGEANT II GENTLE WINTER INFORMATION TECHNOLOGY BUREAU (213) 486-0370			DATE: July 10, 2023		
STAFF OFFICER ASSIGNED: (Name, Bureau or Division, Phone Extension, etc.) Lieutenant I Roy Yoo, Adjutant, Office of Constitutional Policing and Policy, (213) 486-8730 Detective III Julian Paris, Policy Analysis and Development Unit, Office of Constitutional Policing and Policy, [REDACTED] Sergeant II Olga Hernandez, Policy Analysis and Development Unit, Office of Constitutional Policing and Policy, [REDACTED]					
SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES POLICE DEPARTMENT AND FLOCK GROUP					
ATTN	REVIEWED BY:	DATE OUT	ATTN	REVIEWED BY:	DATE OUT
1 / 5	Office of Constitutional Policing and Policy			RECEIVED [REDACTED]	
[REDACTED]	Office of the Chief of Police, Administrative Section, Room No. 1077	[REDACTED] 7/12/23		JUL 10 2023 #794a Office of Constitutional Policing and Policy #794b	
[REDACTED]	Office of the Chief of Staff	7/11			
4	Office of the Chief of Police	7-11-23			

70-15.75.0 (1/99)

Additional Instructions:



RECEIVED
JUL 10 2023 #2208
Chief of Staff

OCOP #	PADU #	OCPP #	PROJECT ORIGINATOR
	23-031		

RECEIVED-3
JUL 12 2023 #1878-2023

OFFICE OF THE
CHIEF OF POLICE

INTRADEPARTMENTAL CORRESPONDENCE

July 10, 2023
1.14

TO: Chief of Police

FROM: Director, Office of Constitutional Policing and Policy

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES
POLICE DEPARTMENT AND FLOCK GROUP, INC.

Attached for your review and signature are two originals of a Memorandum of Understanding (MOU) between the Los Angeles Police Department (LAPD) and Flock Group Inc. The purpose of this MOU is to establish terms and conditions between LAPD and Flock Group Inc.

The MOU was reviewed and approved by Sergeant II Gentle Winter, Information Technology Bureau, and Assistant City Attorney Sam Petty of the Los Angeles City Attorney's Office.

Should you have any questions or require further information, please contact Lieutenant I Roy Yoo, Adjutant, Office of Constitutional Policing and Policy, at (213) 486-8730.



LIZABETH A. RHODES, Director
Office of Constitutional Policing and Policy

Attachments



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "**MOU**") is entered into by and between Flock Group, Inc. ("**Flock**"), with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 and the Los Angeles Police Department ("**LAPD**" or "**Department**"), each a "**Party**," and together, the "**Parties**."

Whereas, the Department desires to access Flock's technology platform and Flock Safety dashboard (together, the "**Flock Service**") for the purposes of facilitating the submission of photos and videos ("**Recordings**") to the Department for investigative purposes, consistent with LAPD policy, applicable law, while utilizing Flock's software for automatic license plate detection. Whereas, Flock desires to share such Recordings and supplemental data with the Department pursuant to the following terms and conditions:

1. Purpose. To allow the Department to utilize the Flock Services to gain awareness with respect to the communities for which they serve, and to protect and facilitate investigations (the "**Purpose**").

2. Access Rights to Flock Services. Subject to the terms and conditions contained in this MOU, Flock hereby grants to the Department a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein, and only through the Department's official email account. For the purposes of this MOU, "Authorized Users" means employees, agents, or officers of the Department accessing or using the Flock Services for the Purpose. The Department shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User's use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. Restrictions on Use. The Department shall use the Flock Service solely for governmental purposes, consistent with LAPD policy and applicable law.

4. Suspension of Service. Flock may immediately suspend and/or revoke the Department's and any Authorized User's access to any portion or all of the Flock Service if Flock determines that (a) there is a threat or attack on any of the Flock Service by Department; (b) the Department's or any Authorized User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) the Department or any Authorized User uses the Flock Service for fraudulent or illegal activities; (d) any unauthorized user has accessed Flock Service through the Department's account; or (e) the Department violates any term of this MOU, including, but not limited to, utilizing the Flock Service for anything other than the Purpose.

5. Ownership. As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service and its components, and any Recordings or data provided by Flock through the Flock Service, and the Department acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. The Department further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion.

6. Warranty. Flock makes no express or implied warranty as to the: Conditions of the Recordings, their fitness for a particular research, data, investigative purpose, resulting actions or omissions resulting from Recordings, or supplemental data obtained by the Department through the use of Flock Services.

7. Financial Implications to Department. No financial commitment by the Department is required to access the Flock Service or Recordings.



8. Term; Termination.

A. Term. This MOU will commence once executed by both Parties and shall continue for a period of three (3) years.

B. Termination. Prior to expiration of the Term, either Party may terminate this MOU for its convenience, and in its sole discretion, by providing thirty (30) days prior written notice of termination to the other Party. Additionally, either Party may terminate this MOU upon written notice if the other Party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, LAPD will immediately cease all access or use of the Flock Service.

9. Indemnification. Except for the active negligence or willful misconduct of LAPD, or any of its boards, officers, agents, employees, assigns and successors in interest, Flock shall defend, indemnify and hold harmless LAPD and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LAPD, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Flock's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Flock, Flock's subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of LAPD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU. This provision will survive expiration or termination of this MOU.

10. Confidentiality.

Obligations. During the performance of services and the Department's use of the Flock Service under this Agreement, it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term, "Department Confidential Information," shall mean any material, data, systems, procedures and other information of, or with respect to the Department that is not accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that the Department treats as confidential. Flock shall not use, publish or divulge any Department Confidential Information except:

- (a) In connection with Flock's provision of Software and services pursuant to this Agreement;
- (b) To Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement;
- or,
- (c) With the prior written consent of the Department, which consent the Department may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. The Department shall not use, publish or divulge any Flock Confidential Information except:

flock safety

- (a) To its employees, agents and officers who need to know such information to enable Department to use the Flock Service;
- (b) With the prior written consent of Flock, which consent Flock may withhold in its sole discretion; or,
- (c) Each Party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each Party to protect confidential information received from the other Party shall not apply to information that is publicly known, or becomes publicly known, through no act, or failure to act, on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is:

- i Already known to the receiving party at the time of the disclosure;
- ii Publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party;
- iii Subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or,
- iv Communicated to a third party by the receiving party with the express written consent of the other party hereto.

A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the California Public Records Act shall not be considered a breach of this MOU.

12. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Information by and between Flock and the Department. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

13. Severability. Nothing in this MOU is intended to conflict with or violate state or federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

14. Miscellaneous. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the State of California, excluding its conflict of laws rules. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

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

flock safety

FLOCK GROUP, INC.

Los Angeles Police Department

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

ARK SMITH

GENERAL COUNSEL

23 JUNE 2023

Rachel R. Moore

Chief of Police

7.11.23