

MEMORANDUM

TO: Sonia De La Rosa, County Administrative Officer; Susan Blitch, County Counsel; Sheriff Tina Nieto; Enedina Garcia, Auditor Controller

FROM: Supervisor Wendy Root Askew, District 4

DATE: Aug 20, 2026

RE: ASKEW - Information Request RE proposed Flock Group Inc. Contract

I understand a revised agreement with Flock Group Inc. (dba Flock Safety) is scheduled to return to the Board on August 25, 2026 for consideration, including an increase in the number of cameras and other changes to the terms previously approved on June 4, 2024. The Board is being asked to approve a 10 year contract for a total cost of \$2.781 million for the subscription service of 103 flock cameras. In the interest of full transparency, I am requesting the information below in advance so that it can be reviewed by both the Board and the Public prior to the Board meeting.

Where a question can be answered by attaching an existing document, attaching it is sufficient. Where the answer is that no such document, policy, or provision exists, that answer is equally useful and I would ask that it be stated plainly.

A. 2024 Contract History

1. What are the total expenditures to date against the \$402,750 not-to-exceed amount approved on June 4, 2024, broken out between the \$222,750 Year 1 amount and the \$180,000 annual recurring platform fee?
2. Were there any charges incurred under current 2024 contract Exhibit C (Reinstall Fee Schedule) — camera relocations, replacements resulting from vandalism, theft or damage, battery replacements, or technician visits? The approved not-to-exceed amount was set at exactly the contract total, leaving no contingency for these fees.
3. Were there any amendments, change orders, or purchase order modifications executed under this agreement since it was approved by the Board on June 4, 2024?
4. The June 4, 2024 Board Report stated that FY 2025-2026 annual maintenance cost of \$180,000 "will be added as an additional augmentation request during the budget process." What funding source was used to fund the 2025-2026 recurring platform fee?

B. Data governance, sharing, and audit provisions

5. Which Flock network features listed in Exhibit A of the 2024 Order Form are currently enabled — specifically Community Network Access, State Network, Nationwide Network, and Law Enforcement Network Access? Who within the Sheriff's Office has authority to enable or disable these settings, and what is the change history since first installation?
6. Please provide the network audit reports reflecting Monterey County Sheriff's Office data shared with law enforcement agencies outside Monterey County Sheriff's Office

since cameras were installed in 2024, together with any resulting corrective action plan and documentation verifying that corrective action was implemented and confirmed.

7. The Sheriff's Office has stated that its own information technology staff audited its Flock data for out-of-state or federal sharing and did not identify a violation. Records subsequently obtained under the California Public Records Act (as reported by the Monterey County Weekly) appear to show such sharing occurred. Please describe who conducted the internal review, what data and date range it covered, and why its conclusion differed from the network audit reports. Please also state what has changed in the review process since.
8. For the preceding twelve months: how many searches have been run against Flock data by Sheriff's Office personnel, how many unique users have access, and what is the proportion of searches associated with a documented case number or recorded investigative purpose.
9. Section 11.15 of the 2024 Master Services Agreement states how the County will receive notices under this agreement. How many ten-day disclosure notices have been received by Flock under Section 5.3?
10. Does the proposed 10 year agreement grant the County any contractual right to audit, inspect, or receive search logs, user records, and network-sharing configuration histories? The 2024 Master Services Agreement does not appear to include these rights. If the proposed agreement does not either, please confirm that explicitly.
11. Would the County's Inspector General, once that office is established, have contractual access to audit the configuration settings, user access, and other data?
12. Does the Sheriff's Office maintain a written automated license plate reader use and privacy policy? If so, please provide it. Does it require a case number, supervisory approval, or judicial authorization for any category of search, and does it distinguish single-plate lookups from bulk, pattern, or location-frequency queries?
13. What process does the Sheriff's Office use to verify ongoing compliance with State restrictions on sharing ALPR information? Please describe the verification mechanism rather than the policy statement.

D. Terms of the proposed 2026 agreement

14. The 2026 Flock Terms and Conditions page makes clear that the Terms incorporate **the Order Form, exhibits, Reinstall Fee Schedule, Customer Implementation Guide, and other documents**. The actual proposed Monterey County Order Form and any Special Terms could modify posted Terms and Conditions provisions; and the current terms expressly say that Special Terms in an Order Form control over conflicting standard terms. Please provide copies of any additional documents related to the proposed agreement.
15. Is \$2,781,000 a guaranteed maximum price for the ten-year term? Are there additional fees for installation, maintenance, stolen/damaged cameras, software upgrades, data export, termination/removal costs, API/integration charges, storage/retention changes, optional features, or other costs?
16. If California law changes, constitutional standards change, the County adopts a different policy, or the technology develops capabilities that were not contemplated when this

agreement was approved, what authority does the Board have to require changes or terminate the agreement without substantial financial penalty? What would it cost the County to terminate the agreement after years 2, 5 or 7?

17. What responsibility does Flock hold for the long term maintenance and/or removal of cameras at the end/termination of a contract? Does Flock retain any rights to keep and/or continue using the cameras following the termination of this agreement?
18. Both the 2024 contract and current contract specify a thirty day data retention policy. Can the Sheriff's Office reduce the retention period without amending the 10 year contract?
19. Does the contract guarantee a minimum level of operational productivity? If Flock cameras are offline or system data access is unavailable to the County, is the subscription cost for that period of time reduced?
20. Does the contract specifically prevent Flock personnel from accessing our ALPR data or configuring access to our data? Does the contract specifically prevent Flock personnel from changing sharing settings without County authorization? What recourse does the County have if it is discovered that these provisions are violated?
21. Does the proposed agreement contemplate, and/or allow, any capability beyond rear license plate recognition — such as audio detection, unmanned aerial systems, gunshot detection, bluetooth connections, or facial recognition? The recitals and Section 1.9 of the 2024 agreement reference audio detection, and Section 2.4 permits Flock to make platform upgrades it deems necessary or useful. Would the addition of a new sensing capability during the term require Board approval?

E. Procedural question for County Counsel

22. Is the proposed agreement again being presented as a non-standard agreement, and if so, in what respects does it depart from the County's standard contract provisions?
23. Are there known liability risks associated with the use of ALDR cameras? Summarize any existing legal cases involving Flock or ALDR cameras?
24. If Flock's system improperly exposes our ALPR database to another law-enforcement agency, and the County is sued or incurs regulatory, litigation, notification, investigation, or remediation costs, precisely what portion of those costs does Flock contractually assume? What indemnification does Flock provide to the County if Flock's system or personnel cause a privacy violation, data breach or unlawful disclosure? If there is no indemnification provision for the County, why does Flock need a \$5 million cyber-insurance policy?
25. Does this contract and its terms and conditions guarantee that no federal or out-of-state law-enforcement agency will have access to County flock camera data without the County's affirmative authorization and compliance with California law?
26. Does this contract permit Flock to use Monterey County Customer Data, including ALPR images and associated metadata, to train, develop, validate, or improve machine-learning models or algorithms? If so, can we request that Flock expressly amend §4.1 to prohibit that use?

27. If the County owns its ALPR data, why does Flock retain exclusive control over the method, timing, format and medium by which the County can access or retrieve that data, including after termination? Can the contract be amended to provide that the County receive a complete, machine-readable export of all Customer Data, metadata, search histories and audit logs upon termination, at no additional cost?
28. The contract says disputes are governed by Georgia law, and unresolved disputes go through mediation and then binding arbitration under the American Arbitration Association. Are there any concerns related to having this California public-safety program governed by Georgia law?"
29. Is ALPR data considered a County record? Are search histories County records? Are audit logs County records? Is the County required to retrieve historical data/searches in response to a Public Records Act request?
30. Flock's legal page identifies separate documents for a **Vendor Information Security Addendum, Data Processing Addendum and Downstream Subcontractor Business Associate Addendum**, among others. Has County Counsel and County IT reviewed these documents to ensure that Flock subcontractors are accountable to the same security and accountability requirements that apply to Flock and to all other county vendors?
31. Is there any reason why we couldn't table this discussion until we have an Inspector General appointed, who can help the Board evaluate what contractual protections the County needs before entering into a long-term agreement, and establish an independent oversight framework for an ALDR contract?

I want to be clear that I am not questioning whether these cameras can be useful to law enforcement. I believe they can be, and I want our law-enforcement partners to have the tools they need to keep people safe.

My concerns are specifically related to the proposal for a ten-year commitment to a system that collects extraordinarily sensitive information, with rapidly changing technology, with a company that is at the center of significant public controversy, and does not appear to include reasonable termination clauses for the County. I have additional concerns about the County's ability to fulfill this additional request for funding from the Sheriff's Office at a time when we are making draconian cuts to mental health, social service, and health care programs. I recognize that the Board does not control the Sheriff Office policies governing how collected information is used, yet does have the responsibility to finance necessary resources for the Sheriff's Office.

Thank you. I recognize the timeline is compressed and appreciate staff's work in assembling this additional information.