

Filename (in bold)	Page Number	Description of Files	Date(s) of Creation
ALPR Records Request	2 – 137	KPD ALPR Policy; email correspondence regarding ALPRs	2014 - 2020
Open Records LPR	138 - 226	Email correspondence regarding ALPRs and Flock Safety	2019 – 2021
P.O. 16817 License plate readers	227	Purchase order for maintenance package on LPRs	February 5, 2015
P.O. 17179 License plate readers	228 - 229	Purchase order LPRs and other products from 3M	August 18, 2015
Sole Source request - License Plate Reader software Feb 2020	230	Sole source purchase request - Vigilant Solutions	February 13, 2020
IACP_ALPR_Policy_Operational_Guidance	231 - 357	Policy and operational manual for law enforcement for ALPRs	2012



KNOXVILLE POLICE DEPARTMENT KNOXVILLE, TENNESSEE



Standard Operating Procedure – License Plate Readers

Topic: Automatic License Plate Readers	Effective Date: June 27, 2013	Revised Date: May 1, 2014
Title: Automatic License Plate Readers	Pages: 7	Release #: 2
Cross Reference: CALEA Standard 41.3.9 IACP-Automated License Plate Recognition Systems: Policy & Operational Guidance for Law Enforcement Tenn. Code Ann., Title 55, Ch. 10, Pt. 3	Chief of Police Approval: David Rausch <small>Digitally signed by David Rausch DN: cn=David Rausch, o=Knoxville Police, ou=KPD Admin, email=dmoore@cityofknoxville.org, c=US Date: 2014.06.19 14:17:21 -04'00'</small>	

This is the standard operating procedure of the Automatic License Plate Reader program of the Knoxville Police Department and is developed under the guidelines of the Commission on Accreditation for Law Enforcement Agencies standards. I have reviewed and approved this document for implementation on this date.

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I. Automatic License Plate Reader (ALPR)

Automatic License Plate Reader (ALPR) systems generally consist of a high speed camera with an infrared (IR) filter, or two cameras – one high resolution digital camera and one IR camera – to capture images of license plates; a computer processor and application capable of performing sophisticated Optical Character Recognition (OCR) to transform the image of the plate into alphanumeric characters; application software to compare the transformed license plate characters to databases of license plates of interest to law enforcement; and user interface to display the images captured, the results of OCR transformation, and an alert capability to notify operators when a plate matching an agency's "hot-list" is observed. The system generally has the capability to store the captured images of a particular license plate with a date / time stamp and global positioning information for mapping. The collected information is stored in a retrievable and searchable format.

II. Definitions:

- A. Automatic License Plate Reader (ALPR): The complete system of image capturing equipment, computer processor, and software used for automatically scanning and recording license plates and comparing them with a database.
- B. Optical Character Recognition (OCR): A computerized system for transforming digital images of license plates into alphanumeric characters for comparison with a database of license plates.
- C. "Read": The data file within the ALPR programming that includes the color and infrared images of a license plate, the OCR alphanumeric interpretation of the image, GPS coordinates for mapping, a date / time notation, and any "Hit" information from comparisons with the "Hot-List(s)" databases.
- D. "Hot-List": A database of license plates of interest to law enforcement. "Hot-List" may be wanted and/or intelligence information from NCIC or any local database determined to be worthwhile such as Vehicles Used in Crimes, etc.
 - 1. Examples of Hot-List data gathered via NCIC are:
 - a. Stolen Vehicles
 - b. Stolen License Plates

- c. Sex Offender Registry License Plate Information
 - d. Missing Persons License Plate Information
 - e. Wanted Persons License Plate Information
 - f. Gang and Terrorists Offender License Plate Information
- 2. Local Hot-List data may include
 - a. Sex Offender License Plate Information
 - b. Vehicle Used In Crime License Plate Information
 - c. Locally Wanted Person(s) License Plate Information
 - d. Serious Offender License Plate Information
 - e. Habitual DUI Offender License Plate Information
 - f. Multiple Unpaid Parking Violations
- 3. Hot-List database will be retained for a period of three years, or until no longer needed for an ongoing investigation or prosecution, whichever is longer.
- E. "Hit": A "Hit" is a positive indication of a match between a license plate observed and "read" by the ALPR and a license plate on a "hot-list". In a mobile system there is some type of indicator or alarm triggered to alert the operator a license plate of interest has possibly been detected.

III. ALPR System Components

- A. Cameras: The systems will include multiple (more than two) tandem sets of infrared and digital cameras integrated with the storage device and user interface. These cameras work together to recognize alphanumeric sequences used in license plates and capture those images in high resolution digital and infrared formats. The cameras also capture a wider contextual image of the area where the license plate was observed. This view usually includes a picture of a portion of the vehicle and surroundings. The cameras may be mounted at fixed locations or affixed to a vehicle.
- B. User Interface: The user interface allows the operator to compare the ALPR Optical Character Recognition (OCR) interpretation of the license

plate image to ensure the accuracy of the "read", and to see the larger, contextual image to help the officer in identifying which specific vehicle has the plate of interest. This is especially important in vehicle mounted systems so that operators can quickly compare the 'read' and locate the vehicle. It is of note that current technology is designed to only detect letters and numbers which match parameters normally seen in common state license plates. Therefore the ALPR only "reads" the random alphanumeric digits on license plates and cannot specify State or Jurisdiction.

IV. Management/Administration

Any Automatic License Plate Reader program operated by the Knoxville Police Department will be placed under the authority of a single supervisor as assigned by the Chief of Police or his designee. This supervisor will administer the program and ensure the proper transfer of data to and from the deployed ALPR Systems. This administrator will also function as liaison with the vendor for maintenance, updates, etc. Administrative duties will also include facilitation of data transfer from the deployed ALPR(s) to the storage system and searchable database. This administrator should remain current on technical, legal, and training issues related to ALPR deployment. Training specifications for operators will also be the responsibility of the administrator.

V. Procurement of ALPR Systems

Any ALPR system procured by the Knoxville Police Department will be secured from a reputable, established vendor. The primary consideration for vendor and equipment selection will be to meet the needs of the police department. Consideration should also be given to monetary expense, hardware and software support from the vendor, compatibility of vendor's equipment with current departmental equipment such as computers and vehicles.

VI. Deployment

Any ALPR deployed by the police department may be either fixed or mobile. Fixed positions would be at the direction of the Chief of Police or his designee considering the needs of the department. Fixed ALPRs commonly have one set of image capturing cameras while mobile ALPRs will have up to four sets. Technical and logistic support, such as power supply and data transfer capability, must also be considered when selecting fixed locations.

VII. Maintenance and Storage of Data

- A. Transfer of information from the ALPR processor is a crucial function. The information collected by the ALPR should be transferred to a searchable database set up by the vendor. Also, updated "hot-list" database information must be installed into the ALPR's processor. This data transfer should be done on a regular basis, ideally before and after each deployment. The best system for the data transfer should be coordinated between the vendor, administrator, City of Knoxville Information Services, and department administrators. This system can be set up wirelessly or manually transferred using small data storage devices. The program administrator has the responsibility to ensure the data is transferred.
- B. The information compiled by the ALPR system database will not be stored for more than 90 days unless one of the following situations exists, and then the data shall be destroyed at the conclusion of either:
 - 1. An investigation that does not result in any criminal charges being filed, or
 - 2. Any criminal action undertaken in the matter involving the captured license plate data.

VIII. Operation of the ALPR System

Operation of an ALPR system should only be conducted by properly trained sworn police officers. Any established training program must include operation instructions specific to the ALPR system deployed. Officers must have an understanding that any "hit" derived from an ALPR "read" does not provide any legal authority for enforcement actions. The "hit" only serves to bring the operator's attention to a vehicle which might warrant further investigation. "Hits" alone should not be acted upon. Officers must have personal knowledge regarding the criminal nature of the information or verify the information related to the "hit" prior to taking action. Included in the verification process is determining the ALPR system accurately "read" the license plate in question and the license plate matched the "hot-list" information. Any NCIC "Hit" information must be confirmed prior to enforcement action. Officers must know whether or not enforcement action is justified based on a "Hit" derived from a locally generated database. Officers must always verify the information on the "Hit" is accurate and there is a legally justifiable reason to take enforcement actions other than the ALPR "Hit". Some "hits" might be based on intelligence needs and no action by the operator would be expected. This could include Serious Gang and Terrorist Organization information in NCIC or local Serious Offender or Gang Intelligence information.

Information from the ALPR system should be collected and maintained in a database accessible to the designated supervisor / administrator. This information should include camera images, GPS locating information, and any "hot-list" information related to the "read" tag. It might also include information specific to a vendor's programming. Information derived from the ALPR should be considered "Law Enforcement Sensitive" and "For Official Use Only". With this in mind, the data should only be shared with-in law enforcement for specific investigative purposes. This information should also be made available and accessible in searchable format for criminal investigations and for crime bulletins. Only authorized users within the police department should have access to data bases of license plate "reads". Any sharing of database information or access with other law enforcement agencies should be set forth in formal agreements or memoranda of understanding.

IX. Use of ALPR Information

Careful consideration should be given to privacy concerns from the public in relation to the automatic scanning and collection of license plate information and images of vehicles. The potential the automated system has for increasing officer's abilities to detect vehicles of interest to law enforcement is dramatic. It could well serve to increase the safety of the community and the recovery of stolen property. Information gathered into databases from an ALPR system should be considered valuable intelligence information designated for criminal investigative purposes.

RE: Flock/Knoxville PD Meeting

Kenny Miller <[kmiller@knoxvilletn.gov](mailto:kmill@knoxvilletn.gov)>

Thu 10/1/2020 6:54 AM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>

Thanks

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7549

From: Chris McCarter

Sent: Wednesday, September 30, 2020 1:50 PM

To: Kenny Miller <[kmiller@knoxvilletn.gov](mailto:kmill@knoxvilletn.gov)>

Cc: Donald Jones <djones@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>

Subject: Fw: Flock/Knoxville PD Meeting

Sir, Just to keep you updated, I am trying to finalize a new meeting date with the representative from Flock for the week after next. I will keep you advised.

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Chris McCarter <cbmccarter@knoxvilletn.gov>

Sent: Tuesday, September 29, 2020 12:34 PM

To: William Wilson <wwilson@knoxvilletn.gov>; Nick Bloom <nicklaus.bloom@flocksafety.com>

Subject: Re: Flock/Knoxville PD Meeting

I'm good with either day

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From: William Wilson <wwilson@knoxvilletn.gov>

Sent: Tuesday, September 29, 2020 12:14:40 PM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>; Nick Bloom <nicklaus.bloom@flocksafety.com>

Subject: Re: Flock/Knoxville PD Meeting

I am back to work that week. Would the morning of the 14th or morning the 16th work?

From: Chris McCarter <cbmccarter@knoxvilletn.gov>

Sent: Tuesday, September 29, 2020 11:35 AM

To: Nick Bloom <nicklaus.bloom@flocksafety.com>

Cc: William Wilson <wwilson@knoxvilletn.gov>

Subject: Re: Flock/Knoxville PD Meeting

Thanks, Just let me know what day and time work for you.

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From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Tuesday, September 29, 2020 10:58:41 AM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

We can make that work, Ill be in Indy this week training a new rep.

Enjoy the well deserved time off!



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Tue, Sep 29, 2020 at 9:55 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Sorry, I'm going to be out of town on vacation starting this Friday and all of next week. I can meet tomorrow or Thursday. If not, I'll be back to work on Monday, October 12th. Just let me know what works. Thanks,

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From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Tuesday, September 29, 2020 10:51:03 AM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Cc: William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

My schedule has opened up for next week. How would Wednesday at 11am work for you?



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Tue, Sep 22, 2020 at 11:59 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Alright sounds good. Mr Bloom, Just let me know what time you want to meet. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: William Wilson <wwilson@knoxvilletn.gov>
Sent: Tuesday, September 22, 2020 12:52 PM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>; Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Subject: Re: Flock/Knoxville PD Meeting

Unfortunately starting Friday I will be out for medical until October 15th. Chris, I may just have to leave it with you.

From: Chris McCarter <cbmccarter@knoxvilletn.gov>
Sent: Tuesday, September 22, 2020 11:53 AM
To: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Cc: William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Yes Sir, That would be fine with me. I'll copy Will Wilson with KPD as well and make sure that works for him. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Tuesday, September 22, 2020 11:17 AM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Lt. McCarter,

Would an in person meeting next wednesday work for you?

Nicklaus Bloom
Territory Sales Manager, Midwest US
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Wed, Sep 16, 2020 at 11:18 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Mr Bloom,

I know you have a lot going on, but I wanted to check back with you and see when you wanted to try to re-schedule our meeting. No hurry, I just wanted to touch base so I could plan my schedule and let my chain of command know when the meeting is occurring. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>

Sent: Thursday, September 10, 2020 11:04 AM

To: William Wilson <wwilson@knoxvilletn.gov>

Cc: Chris McCarter <cbmccarter@knoxvilletn.gov>

Subject: Re: Flock/Knoxville PD Meeting

I think our best bet will be to move it to next week. Let me get to Maine and see what type of shape the family is in, and then we can reschedule. I apologize for the inconvenience.

Best,



Nicklaus Bloom

Territory Sales Manager, Midwest US

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Thu, Sep 10, 2020 at 8:20 AM William Wilson <wwilson@knoxvilletn.gov> wrote:

I have something tomorrow at 1030 now. If we do this tomorrow can it be prior to that.

Thanks,
Will

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From: Chris McCarter <cbmccarter@knoxvilletn.gov>
Sent: Wednesday, September 9, 2020 6:09:11 PM
To: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Cc: William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

That works for me. Im going to check with Lt Will Wilson, as he was supposed to attend as well, and make sure he is alright with Friday. What time were you wanting to have the meeting? Also, if you need to reschedule a little further out to help take care of your Grandfather that will be alright too. Just let me know. Thanks,

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From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Wednesday, September 9, 2020 3:24:56 PM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Good Afternoon,

Is it possible to move our meeting to a zoom call on Friday? I need to fly to Maine tomorrow as my grandpa had a heart attack. I will be able to work remotely up there, so if that works, please let me know.

Best,



Nicklaus Bloom
Territory Sales Manager, Midwest US
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Aug 31, 2020 at 10:12 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

No hurry at all. I just had a couple of questions I wanted to ask. Thanks!

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Monday, August 31, 2020 11:10 AM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Yes sir! I'm finishing up a training session with one of our new hires, and then I will reach out.

Best,



Nicklaus Bloom
Territory Sales Manager, Midwest US
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Aug 31, 2020 at 10:08 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Mr Bloom, I called your cell phone earlier and left a message, but when you get a chance could you give me a call? My office number is 865-215-7288 and my cell phone number is 865-705-7356. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Friday, August 28, 2020 9:50 PM
To: William Wilson <wwilson@knoxvilletn.gov>
Cc: Kenny Miller <kmiller@knoxvilletn.gov>; Chris McCarter <cbmccarter@knoxvilletn.gov>; Garrett Langley <garrett@flocksafety.com>; Donald Jones <djones@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Sounds good to me!

I look forward to it!



Nicklaus Bloom

Territory Sales Manager, Midwest US

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Fri, Aug 28, 2020 at 8:42 PM William Wilson <wwilson@knoxvilletn.gov> wrote:

Yes sir. First floor conference room?

From: Kenny Miller

Sent: Friday, August 28, 2020 3:29 PM

To: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>; William Wilson
<wwilson@knoxvilletn.gov>; Chris McCarter <cbmccarter@knoxvilletn.gov>

Cc: Garrett Langley <garrett@flocksafety.com>; Donald Jones <djones@knoxvilletn.gov>

Subject: RE: Flock/Knoxville PD Meeting

Will and Chris, can you meet with Mr. Bloom on the 10th? I will be out of town.

Thanks,

Deputy Chief Kenny Miller
Knoxville Police Department
kmiller@knoxvilletn.gov
(865)215-7549

From: Nicklaus Bloom [<mailto:nicklaus.bloom@flocksafety.com>]

Sent: Thursday, August 27, 2020 1:59 PM

To: Kenny Miller <kmiller@knoxvilletn.gov>

Cc: Garrett Langley <garrett@flocksafety.com>

Subject: Flock/Knoxville PD Meeting

DC Miller,

It was great talking earlier today about your LPR project, and what Flock could do for your department. I wanted to follow up and make sure Thursday, September 10th, at 10am worked for our meeting.

I've copied our CEO Garret Langley on here, as he has spearheaded the Axon partnership, and recently spoke at their Accelerate Virtual event. With your use of Fleet

3, body cameras, and E.com, partnering with us to expand your LPR footprint would be most cost effective, and efficient for the department. I will let Garret introduce himself, but please feel free to direct any Axon questions his way.

I look forward to meeting with you and your team. Stay safe, and thank you for all you do.

Best,



Nicklaus Bloom
Territory Sales Manager, Midwest US
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Updated invitation with note: Knoxville PD/Flock @ Thu Oct 22, 2020 9am - 10:15am (CDT) (cbmccarter@knoxvilletn.gov)

nicklaus.bloom@flocksafety.com <nicklaus.bloom@flocksafety.com>

Mon 10/19/2020 10:54 AM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>; mike.venable@flocksafety.com <mike.venable@flocksafety.com>

 1 attachments (2 KB)

invite.ics;

This event has been changed with this note:

"Updated Time Zone"

Knoxville PD/Flock

When **Changed:** Thu Oct 22, 2020 9am – 10:15am Central Time - Chicago

[more details »](#)

Calendar cbmccarter@knoxvilletn.gov

Who

- nicklaus.bloom@flocksafety.com - organizer
- cbmccarter@knoxvilletn.gov
- wwilson@knoxvilletn.gov
- mike.venable@flocksafety.com

Demo Flock

Discuss Integration with Axon

Discuss region/national network

Going (cbmccarter@knoxvilletn.gov)? [Yes](#) - [Maybe](#) - [No](#) [more options »](#)

Invitation from [Google Calendar](#)

You are receiving this courtesy email at the account cbmccarter@knoxvilletn.gov because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at <https://www.google.com/calendar/> and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to send a response to the organizer and be added to the guest list, or invite others regardless of their own invitation status, or to modify your RSVP. [Learn More](#).

Re: Meeting

Chris McCarter <cbmccarter@knoxvilletn.gov>

Thu 10/22/2020 8:24 AM

To: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>

Yes Sir, 800 Howard Baker Jr Ave

Lt Chris McCarter

Knoxville Police Department

Patrol Division Support Services

865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>

Sent: Wednesday, October 21, 2020 11:07 PM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>

Cc: William Wilson <wwilson@knoxvilletn.gov>

Subject: Re: Meeting

Just want to confirm the location for tomorrow. Howard Baker JR. Ave?

Thanks!

Sent from my iPhone

On Oct 19, 2020, at 9:08 AM, Nick Bloom <nicklaus.bloom@flocksafety.com> wrote:

Perfect! I look forward to it.



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Oct 19, 2020 at 8:07 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Sounds good to me. When you arrive at headquarters just tell the officer at the front desk that you are here to see me and I'll meet you there. Thanks!

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Monday, October 19, 2020 9:04 AM
To: William Wilson <wwilson@knoxvilletn.gov>
Cc: Chris McCarter <cbmccarter@knoxvilletn.gov>; Kenny Miller <kmiller@knoxvilletn.gov>
Subject: Re: Meeting

How does Thursday morning at 10am sound?



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Oct 12, 2020 at 1:16 PM Nicklaus Bloom <nicklaus.bloom@flocksafety.com> wrote:

Let me take a look. Shouldn't be an issue

Sent from my iPhone

On Oct 12, 2020, at 1:13 PM, William Wilson <wwilson@knoxvilletn.gov> wrote:

Sorry gents, I am not available on the 20th or 21st. I am around the mornings of the 19th, 22nd, and 23rd if one of those mornings will work.

Thanks,
Will

From: Chris McCarter <cbmccarter@knoxvilletn.gov>
Sent: Monday, October 12, 2020 11:13 AM
To: Nick Bloom <nicklaus.bloom@flocksafety.com>; Kenny Miller <kmiller@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Meeting

Tuesday the 20th is good for me. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Monday, October 12, 2020 11:11 AM
To: Kenny Miller <kmiller@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>; Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Meeting

Good Morning Gentlemen,

With the TACP conference this week, I can't make it to Knoxville till next week. My hope is that DC Miller can come by the booth this week, and we can talk for a bit about the Axon integration, our new TALON police plate database, and integration with the surrounding PDs in greater Knoxville. I would like to do that, then come next Tuesday the 20th to meet with Lt. McCarter and Wilson, as a follow up to the TACP meeting, and demo for the software.

Does that work for everyone?

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) |
nick@flocksafety.com

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Re: Sole Source

Chris McCarter <cbmccarter@knoxvilletn.gov>

Mon 10/26/2020 12:20 PM

To: Nick Bloom <nicklaus.bloom@flocksafety.com>

Thanks Nick!

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>

Sent: Monday, October 26, 2020 12:17 PM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>; Kenny Miller <kmiller@knoxvilletn.gov>

Subject: Sole Source

Good Afternoon! I hope you all had a great weekend.

I've attached the Sole Source Letter, as well as an editable copy of our terms and conditions for legal review.

Please let me know if other questions arise.

Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Direct integration with Axon Evidence.com
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Privacy controls to enable certain vehicles to "opt-out" of being captured on film
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution

Thank you,



Garrett Langley
CEO, Flock Safety

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into 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 police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

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1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

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2.4 Usage Restrictions. The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End 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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("**Reinstalls**") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing

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foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

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3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

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Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera

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offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

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6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

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LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

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9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

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Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Re: Fwd: Following Up

Garrett Langley <garrett@flocksafety.com>

Wed 10/28/2020 11:56 AM

To: Chris McCarter <cbmccarter@knoxvillekn.gov>

Yep, its our name for the "integration"

Garrett Langley
CEO & Founder

flock safety

On Wed, Oct 28, 2020 at 11:20 AM, Chris McCarter <cbmccarter@knoxvillekn.gov> wrote:
Is WING the same as the non-Flock owned, shared I.P. cameras or is that something different?

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Garrett Langley <garrett@flocksafety.com>
Sent: Wednesday, October 28, 2020 8:53 AM
To: Chris McCarter <cbmccarter@knoxvillekn.gov>
Subject: Re: Fwd: Following Up

No problem, glad i could help

Garrett Langley
CEO & Founder

flock safety

On Wed, Oct 28, 2020 at 8:52 AM, Chris McCarter <cbmccarter@knoxvillekn.gov> wrote:
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Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Garrett Langley <garrett@flocksafety.com>
Sent: Tuesday, October 27, 2020 6:09 PM
To: Chris McCarter <cbmccarter@knoxvillekn.gov>
Cc: Davis Lukens <davis.lukens@flocksafety.com>; Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Subject: Re: Fwd: Following Up

Yes that is correct. I would make a slight adjustment that our cameras are like the best of both traditional cameras and ALPRs — in that we capture more footage than a traditional tag reader, but in a tighter field of view than a traditional ip camera.

Here is a good sample shot of us integrating an existing IP camera (blurred out the LPs)



Garrett Langley
CEO & Founder

flock safety

On Tue, Oct 27, 2020 at 4:02 PM, Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Sorry, one more question. All of Flocks cameras are LPR cameras, correct? If I am correct Flock doesn't offer traditional I.P. cameras. The only I.P. cameras you deal with are pre-existing ones I asked about in the previous e-mail? Thanks again

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Patrol Division Support Services

865-215-7288

From: Chris McCarter <cbmccarter@knoxvilletn.gov>**Sent:** Tuesday, October 27, 2020 3:14 PM**To:** Garrett Langley <garrett@flocksafety.com>; Nicklaus Bloom <nicklaus.bloom@flocksafety.com>**Cc:** Davis Lukens <davis.lukens@flocksafety.com>**Subject:** Re: Fwd: Following Up

No, Nothing specific. Nick had mentioned in our meeting last week that organizations could share their pre-existing I.P. camera data with Flock for a fee and I assumed it was just as a tag reader. My Captain was asking me if we would have access to live video from IP cameras in the Flock network and my understanding from the meeting was that it was only tag and vehicle data. I just wanted to make sure I was correct in what all was encompassed by the IP camera data. Thanks!

Get [Outlook for Android](#)

From: Garrett Langley <garrett@flocksafety.com>**Sent:** Tuesday, October 27, 2020 2:17:13 PM**To:** Nicklaus Bloom <nicklaus.bloom@flocksafety.com>**Cc:** Chris McCarter <cbmccarter@knoxvilletn.gov>; Davis Lukens <davis.lukens@flocksafety.com>**Subject:** Re: Fwd: Following Up

Good afternoon Lt McCarter,

Thats an interesting question...is this a hypothetical or is there a specific use case in mind? In general, we would support this by working directly with the private entity and then setup the sharing in the cloud like we do between agencies and other Falcon cameras in your jurisdiction.

If you have a specific entity, I'm happy to talk with them.

Thanks
Garrett

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flock safety

On Tue, Oct 27, 2020 at 12:39 PM, Nicklaus Bloom <nicklaus.bloom@flocksafety.com> wrote:
Garrett/Davis,

Would you be able to assist Lt. McCarter with this question about the WING?

Thanks,

Sent from my iPhone

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From: Chris McCarter <cbmccarter@knoxvilletn.gov>
Date: October 27, 2020 at 11:36:25 AM CDT
To: Nick Bloom <nicklaus.bloom@flocksafety.com>
Subject: Re: Following Up

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Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Friday, October 23, 2020 12:16 PM
To: Kenny Miller <kmiller@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>;
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Subject: Following Up

Good Afternoon!

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Is there anything I can provide at this time?

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) |
nick@flocksafety.com

flock safety



2/5/2021

Mail - Chris McCarter - Outlook

***Learn how this neighborhood caught a drive-by
shooter - [READ THE CASE STUDY HERE](#)***

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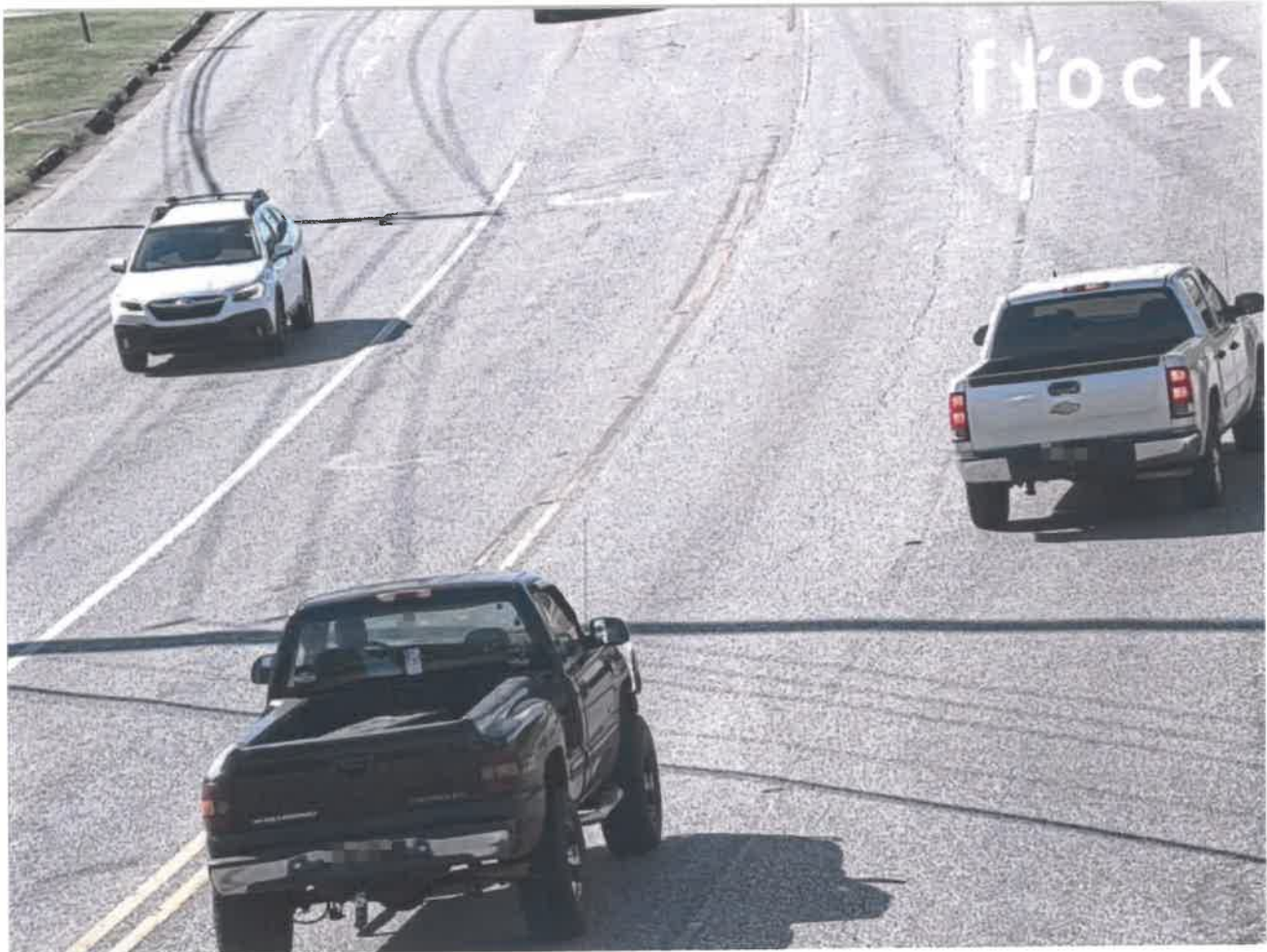
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Knoxville Police Department
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865-215-7288

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Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) |
nick@flocksafety.com

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Learn how this neighborhood caught a drive-by shooter - [READ THE CASE STUDY HERE](#)

Re: Following Up

Nick Bloom <nicklaus.bloom@flocksafety.com>

Mon 11/23/2020 9:28 AM

To: Kenny Miller <kmiller@knoxvilletn.gov>

Cc: Chris McCarter <cbmccarter@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>

Good Morning!

Please see link for 2 year quote for the cameras.

https://app.hubspot.com/quotes/WHNGRbbdVs_nqxLI

Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Learn how this neighborhood caught a drive-by shooter - [READ THE CASE STUDY HERE](#)

On Mon, Nov 23, 2020 at 9:22 AM Nick Bloom <nicklaus.bloom@flocksafety.com> wrote:
Good Morning!

Let me send that right over to you. The PPI will be no issue, I can get that approved for 60 days.

Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Learn how this neighborhood caught a drive-by shooter - [READ THE CASE STUDY HERE](#)

On Mon, Nov 23, 2020 at 9:16 AM Kenny Miller <kmiller@knoxvilletn.gov> wrote:

Nick,

I have the sole source letter but I still need the quote for 8 cameras. We would like to take advantage of Project prove it for a couple of months if possible. Can I have a 12 month and 24 month quote?

Thanks,

Deputy Chief Kenny Miller

Knoxville Police Department

(865)215-7339

kmiller@knoxvilletn.gov

From: Nick Bloom [mailto:nicklaus.bloom@flocksafety.com]

Sent: Wednesday, November 11, 2020 1:48 PM

To: Kenny Miller

Cc: Chris McCarter; William Wilson

Subject: Re: Following Up

DC Miller,

I appreciate the update here. Is there anything I can provide, or breakdown for you in regards to cost of ownership/lease? Let me know how I can assist.

Best,

Nicklaus Bloom

Team Lead: Police Sales



603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Wed, Nov 11, 2020 at 7:47 AM Kenny Miller <kmiller@knoxvilletn.gov> wrote:

We are still very interested, but we are still looking at long term costs. Hopefully we will have more answers for you in the near term.

Deputy Chief Kenny Miller

Knoxville Police Department

(865)215-7339

kmiller@knoxvilletn.gov

From: Chris McCarter

Sent: Monday, November 09, 2020 12:06 PM

To: Nick Bloom

Cc: William Wilson; Kenny Miller

Subject: Re: Following Up

Thanks for the follow up Nick. I am going to copy Chief Miller on this e-mail as well, as he would be the one to speak with about the status of moving forward with a trial run with Flock. If you have any questions please let me know. Thanks again,

Lt Chris McCarter

Knoxville Police Department

Patrol Division Support Services

865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>

Sent: Monday, November 9, 2020 12:00 PM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>

Subject: Following Up

Good Afternoon!

I hope all is well and you had a great weekend. I wanted to follow up and see if there had been any movement, or internal discussion on the Flock Cameras, and moving forward with a Project Prove It trial?

Let me know a good time to connect and talk.

Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Re: Flock Meeting summary

Kenny Miller <kmiller@knoxvilletn.gov>

Thu 10/22/2020 12:50 PM

To: Donald Jones <djones@knoxvilletn.gov>

Cc: Chris McCarter <cbmccarter@knoxvilletn.gov>; Stacey Payne <spayne@knoxvilletn.gov>; Rick Eastridge <reastridge@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>; Nathanael Skellenger <nskellenger@knoxvilletn.gov>; Ronald Green <rgreen@knoxvilletn.gov>

Thanks

Sent from my iPhone

On Oct 22, 2020, at 12:43 PM, Donald Jones <djones@knoxvilletn.gov> wrote:

Thanks Chris.

Capt Don Jones
Patrol Division Captain
Knoxville Police Department
865-215-7207

On Oct 22, 2020, at 12:36 PM, Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Sir, Mr. Bloom from Flock stated he would e-mail a sole source letter to me. I asked him to copy you on the letter as well. The high points from the meeting are as follows:

- Each camera would cost \$2500 per year. This would be a recurring cost. There would be a onetime installation charge of \$250 per camera if I am correct. There would be a onetime replacement for each camera if it is damaged by a vandalism or act of God. After that there is a \$350-\$500 replacement fee for each camera. If a multi-year contract is signed there are automatic camera replacements after year 3. All software upgrades are included. Flock offers discounts on multi-year contracts if a portion of the fee is paid up front. How much depends on the length of the contract and the amount paid up front.
- The cameras are pole mounted. They are mounted on either existing poles or poles installed by Flock. We can be trained to move the cameras ourself or pay Flock to do so. Bloom recommended moving them ourself.
- Flock cameras have the capability to read make, model, and color of a vehicle, as well as tag data. They record temp tags and even vehicles with no tag.

- As part of the contract we would have access to data from any camera, nationwide, who is a part of the Flock network. This includes other law enforcement agencies and privately owned cameras, such as those owned by a homeowner's association. Live feed I.P. cameras, such as those utilized by KCDC, P.B.A., or even private companies such as Wal-Mart can be incorporated into the Flock network with permission of the owner of the camera and payment of a fee. I believe the fee was \$39 a month. This could be paid by either the owner or law enforcement agency.
- There can be an unlimited number of users for the agency. Each of our officers can have a Flock account where they can receive live "hits" on vehicles either entered into NCIC or that we enter ourself. Each officer can narrow or expand the scope of hits they want to receive. Each officer could narrow the hits to cameras (public and our cameras) within a certain distance from their beat, or city or district wide. They would receive the hits via e-mail, text, or on the Flock website. They could run the Flock website in the background on Chrome on their laptops.
- The data captured by the cameras is stored for 30 days. If the data is uploaded to Evidence.com then the data stays for as long as state law allows, which I believe is 90 days. They are checking to see if we would have to delete the data from Evidence.com or if it can be deleted automatically. We would have the capability to enter our own data for hits, as well as NCIC data. If we were looking for a red Chevrolet pickup truck that was a suspect in home burglaries, we could enter that data.
- As part of Flock's partnership with Axon, Once the "3rd gen" Axon software takes effect sometime early next year, each of our dash cameras would submit tag and vehicle information it captures to the Flock database. This would have the effect of turning every police vehicle with a dash camera into a mobile tag reader.
- Flock would provide training to our officers on how to use the software as part of our contract.
- Flock offers a free demo, which is typically 30-60 days. At the end of the demo if we want to sign a contract, they leave the cameras in place.
- Flock is currently also looking at adding shot detection software to their cameras which will detect and notify us of shots fired near their cameras. They are also looking to add erratic driving detection and crash detection capability to their cameras. If a camera, or cameras, detected a vehicle driving erratically, or detected a crash, then we would be notified. They are hoping these capabilities are functional next year. These would be add-on features for an additional cost.

Please let me know if there are any questions. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

Re: Meeting

Chris McCarter <cbmccarter@knoxvilletn.gov>

Thu 10/22/2020 8:24 AM

To: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>

Yes Sir, 800 Howard Baker Jr Ave

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>

Sent: Wednesday, October 21, 2020 11:07 PM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>

Cc: William Wilson <wwilson@knoxvilletn.gov>

Subject: Re: Meeting

Just want to confirm the location for tomorrow. Howard Baker JR. Ave?

Thanks!

Sent from my iPhone

On Oct 19, 2020, at 9:08 AM, Nick Bloom <nicklaus.bloom@flocksafety.com> wrote:

Perfect! I look forward to it.



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Oct 19, 2020 at 8:07 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Sounds good to me. When you arrive at headquarters just tell the officer at the front desk that you are here to see me and I'll meet you there. Thanks!

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Monday, October 19, 2020 9:04 AM
To: William Wilson <wwilson@knoxvilletn.gov>
Cc: Chris McCarter <cbmccarter@knoxvilletn.gov>; Kenny Miller <kmiller@knoxvilletn.gov>
Subject: Re: Meeting

How does Thursday morning at 10am sound?



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Oct 12, 2020 at 1:16 PM Nicklaus Bloom <nicklaus.bloom@flocksafety.com> wrote:

Let me take a look. Shouldn't be an issue

Sent from my iPhone

On Oct 12, 2020, at 1:13 PM, William Wilson <wwilson@knoxvilletn.gov> wrote:

Sorry gents, I am not available on the 20th or 21st. I am around the mornings of the 19th, 22nd, and 23rd if one of those mornings will work.

Thanks,
Will

From: Chris McCarter <cbmccarter@knoxvilletn.gov>
Sent: Monday, October 12, 2020 11:13 AM
To: Nick Bloom <nicklaus.bloom@flocksafety.com>; Kenny Miller <kmiller@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Meeting

Tuesday the 20th is good for me. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Monday, October 12, 2020 11:11 AM
To: Kenny Miller <kmiller@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>; Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Meeting

Good Morning Gentlemen,

With the TACP conference this week, I can't make it to Knoxville till next week. My hope is that DC Miller can come by the booth this week, and we can talk for a bit about the Axon integration, our new TALON police plate database, and integration with the surrounding PDs in greater Knoxville. I would like to do that, then come next Tuesday the 20th to meet with Lt. McCarter and Wilson, as a follow up to the TACP meeting, and demo for the software.

Does that work for everyone?

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) |
nick@flocksafety.com

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RE: Flock/Knoxville PD Meeting

Kenny Miller <kmiller@knoxvilletn.gov>

Thu 10/1/2020 6:54 AM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>

Thanks

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7549

From: Chris McCarter

Sent: Wednesday, September 30, 2020 1:50 PM

To: Kenny Miller <kmiller@knoxvilletn.gov>

Cc: Donald Jones <djones@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>

Subject: Fw: Flock/Knoxville PD Meeting

Sir, Just to keep you updated, I am trying to finalize a new meeting date with the representative from Flock for the week after next. I will keep you advised.

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Chris McCarter <cbmccarter@knoxvilletn.gov>

Sent: Tuesday, September 29, 2020 12:34 PM

To: William Wilson <wwilson@knoxvilletn.gov>; Nick Bloom <nicklaus.bloom@flocksafety.com>

Subject: Re: Flock/Knoxville PD Meeting

I'm good with either day

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From: William Wilson <wwilson@knoxvilletn.gov>

Sent: Tuesday, September 29, 2020 12:14:40 PM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>; Nick Bloom <nicklaus.bloom@flocksafety.com>

Subject: Re: Flock/Knoxville PD Meeting

I am back to work that week. Would the morning of the 14th or morning the 16th work?

From: Chris McCarter <cbmccarter@knoxvilletn.gov>

Sent: Tuesday, September 29, 2020 11:35 AM

To: Nick Bloom <nicklaus.bloom@flocksafety.com>

Cc: William Wilson <wwilson@knoxvilletn.gov>

Subject: Re: Flock/Knoxville PD Meeting

Thanks, Just let me know what day and time work for you.

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From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Tuesday, September 29, 2020 10:58:41 AM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

We can make that work, Ill be in Indy this week training a new rep.

Enjoy the well deserved time off!



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Tue, Sep 29, 2020 at 9:55 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Sorry, I'm going to be out of town on vacation starting this Friday and all of next week. I can meet tomorrow or Thursday. If not, I'll be back to work on Monday, October 12th. Just let me know what works. Thanks,

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From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Tuesday, September 29, 2020 10:51:03 AM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Cc: William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

My schedule has opened up for next week. How would Wednesday at 11am work for you?



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Tue, Sep 22, 2020 at 11:59 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Alright sounds good. Mr Bloom, Just let me know what time you want to meet. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: William Wilson <wwilson@knoxvilletn.gov>
Sent: Tuesday, September 22, 2020 12:52 PM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>; Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Subject: Re: Flock/Knoxville PD Meeting

Unfortunately starting Friday I will be out for medical until October 15th. Chris, I may just have to leave it with you.

From: Chris McCarter <cbmccarter@knoxvilletn.gov>
Sent: Tuesday, September 22, 2020 11:53 AM
To: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Cc: William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Yes Sir, That would be fine with me. I'll copy Will Wilson with KPD as well and make sure that works for him. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Tuesday, September 22, 2020 11:17 AM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Lt. McCarter,

Would an in person meeting next wednesday work for you?

Nicklaus Bloom
Territory Sales Manager, Midwest US
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Wed, Sep 16, 2020 at 11:18 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Mr Bloom,

I know you have a lot going on, but I wanted to check back with you and see when you wanted to try to re-schedule our meeting. No hurry, I just wanted to touch base so I could plan my schedule and let my chain of command know when the meeting is occurring. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>

Sent: Thursday, September 10, 2020 11:04 AM

To: William Wilson <wwilson@knoxvilletn.gov>

Cc: Chris McCarter <cbmccarter@knoxvilletn.gov>

Subject: Re: Flock/Knoxville PD Meeting

I think our best bet will be to move it to next week. Let me get to Maine and see what type of shape the family is in, and then we can reschedule. I apologize for the inconvenience.

Best,



Nicklaus Bloom

Territory Sales Manager, Midwest US

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Thu, Sep 10, 2020 at 8:20 AM William Wilson <wwilson@knoxvilletn.gov> wrote:

I have something tomorrow at 1030 now. If we do this tomorrow can it be prior to that.

Thanks,
Will

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From: Chris McCarter <cbmccarter@knoxvilletn.gov>
Sent: Wednesday, September 9, 2020 6:09:11 PM
To: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Cc: William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

That works for me. Im going to check with Lt Will Wilson, as he was supposed to attend as well, and make sure he is alright with Friday. What time were you wanting to have the meeting? Also, if you need to reschedule a little further out to help take care of your Grandfather that will be alright too. Just let me know. Thanks,

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From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Wednesday, September 9, 2020 3:24:56 PM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Good Afternoon,

Is it possible to move our meeting to a zoom call on Friday? I need to fly to Maine tomorrow as my grandpa had a heart attack. I will be able to work remotely up there, so if that works, please let me know.

Best,



Nicklaus Bloom
Territory Sales Manager, Midwest US
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Aug 31, 2020 at 10:12 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

No hurry at all. I just had a couple of questions I wanted to ask. Thanks!

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Monday, August 31, 2020 11:10 AM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Yes sir! I'm finishing up a training session with one of our new hires, and then I will reach out.

Best,



Nicklaus Bloom
Territory Sales Manager, Midwest US
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

flock safety



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On Mon, Aug 31, 2020 at 10:08 AM Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Mr Bloom, I called your cell phone earlier and left a message, but when you get a chance could you give me a call? My office number is 865-215-7288 and my cell phone number is 865-705-7356. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Friday, August 28, 2020 9:50 PM
To: William Wilson <wwilson@knoxvilletn.gov>
Cc: Kenny Miller <kmiller@knoxvilletn.gov>; Chris McCarter <cbmccarter@knoxvilletn.gov>; Garrett Langley <garrett@flocksafety.com>; Donald Jones <djones@knoxvilletn.gov>
Subject: Re: Flock/Knoxville PD Meeting

Sounds good to me!

I look forward to it!



Nicklaus Bloom
Territory Sales Manager, Midwest US
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Fri, Aug 28, 2020 at 8:42 PM William Wilson <wwilson@knoxvilletn.gov> wrote:

Yes sir. First floor conference room?

From: Kenny Miller

Sent: Friday, August 28, 2020 3:29 PM

To: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>; William Wilson
<wwilson@knoxvilletn.gov>; Chris McCarter <cbmccarter@knoxvilletn.gov>

Cc: Garrett Langley <garrett@flocksafety.com>; Donald Jones <djones@knoxvilletn.gov>

Subject: RE: Flock/Knoxville PD Meeting

Will and Chris, can you meet with Mr. Bloom on the 10th? I will be out of town.

Thanks,

Deputy Chief Kenny Miller
Knoxville Police Department
kmiller@knoxvilletn.gov
(865)215-7549

From: Nicklaus Bloom [<mailto:nicklaus.bloom@flocksafety.com>]

Sent: Thursday, August 27, 2020 1:59 PM

To: Kenny Miller <kmiller@knoxvilletn.gov>

Cc: Garrett Langley <garrett@flocksafety.com>

Subject: Flock/Knoxville PD Meeting

DC Miller,

It was great talking earlier today about your LPR project, and what Flock could do for your department. I wanted to follow up and make sure Thursday, September 10th, at 10am worked for our meeting.

I've copied our CEO Garret Langley on here, as he has spearheaded the Axon partnership, and recently spoke at their Accelerate Virtual event. With your use of Fleet

3, body cameras, and E.com, partnering with us to expand your LPR footprint would be most cost effective, and efficient for the department. I will let Garret introduce himself, but please feel free to direct any Axon questions his way.

I look forward to meeting with you and your team. Stay safe, and thank you for all you do.

Best,



Nicklaus Bloom

Territory Sales Manager, Midwest US

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Re: Sole Source

Chris McCarter <cbmccarter@knoxvilletn.gov>

Mon 10/26/2020 12:20 PM

To: Nick Bloom <nicklaus.bloom@flocksafety.com>

Thanks Nick!

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>

Sent: Monday, October 26, 2020 12:17 PM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>; Kenny Miller <kmiller@knoxvilletn.gov>

Subject: Sole Source

Good Afternoon! I hope you all had a great weekend.

I've attached the Sole Source Letter, as well as an editable copy of our terms and conditions for legal review.

Please let me know if other questions arise.

Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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RE: Public Records Requests

William Wilson <wwilson@knoxvilletn.gov>

Fri 2/5/2021 12:17 PM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>

We have not had an operational LPR since April 2019 when our contract with PIPS Technology expired. When we did collect data it was stored on a server in my old office but those images and records were only retained for 90 days per TCA.

We are currently subscribed to LEARN through Thomas Reuters to have the ability to query their LPR and facial recognition databases. We do not collect or store any of that data. There should be a contract on file for the purchase of that subscription.

If that does not cover it let me know.

Will

From: Chris McCarter

Sent: Friday, February 5, 2021 11:47 AM

To: William Wilson <wwilson@knoxvilletn.gov>

Subject: Fw: Public Records Requests

Will, If I am correct, we do not store any material related to facial recognition or license plate data. Everything that we access is stored in the LEARN database through Vigilant. Our tag reader is currently not operational and has not been for some time. When it was operational was it sent to Vigilant and LEARN or was it something separate? I'm trying to get everything together for this open records request and want to make sure I am correct on everything. Thanks!

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Kenny Miller <kmiller@knoxvilletn.gov>

Sent: Friday, February 5, 2021 9:01 AM

To: Chris McCarter <cbmccarter@knoxvilletn.gov>; Samuel P Shaffer <sshaffer@knoxvilletn.gov>; David Powell <dpowell@knoxvilletn.gov>

Cc: Cynthia Gass <cgass@knoxvilletn.gov>; Ronald Mills <rmills@knoxvilletn.gov>; Eve Thomas <ethomas@knoxvilletn.gov>

Subject: FW: Public Records Requests

Chris,

Take a look at the LPR request and see if you have any of the materials requested. We currently do not have an LPR and haven't had a functional system in the last year or longer. We may use an existing database owned by another entity for facial recognition, but we currently do not have the ability to capture and save facial recognition data.

Captain Powell and Chief Gass,

Do either of you have any information on doorbell cameras and agreements between that industry and KPD?

Sammy,



Acknowledgement Form

Knoxville Police Department

YQAO
37915

Agency

Verification Code (Required)

800 Howard Baker Jr., Ave Knoxville, TN 37915 (865) 215-7000

Address

Phone Number

Neighbors by Ring is a free app designed to help community members connect and stay informed about what's going on around them – whether they own a Ring device or not. Public agencies use Neighbors to share important crime and safety information with residents, and work with their communities to help make neighborhoods safer. With Neighbors, public agencies may:

- **Connect with The Community** - Public agency personnel can comment on Neighbors app posts within their jurisdiction as an identified public agency user.
- **Provide Updates from Official Sources** - Public agency personnel can post official updates to help their community stay informed about incidents that may impact residents.
- **Work Together** - Users have the option to provide helpful information if public agencies seek assistance with an investigation. This process has been designed to ensure that no user information is shared with the public agency unless the user chooses to share such information, including whether the user received a notification or opted-out of all future notifications.

Please read and acknowledge your understanding of the following:

- A. There is no cost associated with joining or using Neighbors.
- B. No endorsement or promotion of Ring products or services is required. There is no obligation to participate in any other Ring program.
- C. Ring will provide training and ongoing support to agency's Public Information Officer (or equivalent), Investigative Coordinator and Community Engagement Coordinator, and others as deemed appropriate.
- D. Ring will publicly announce your participation in Neighbors by sending an in-app announcement and adding your agency's name to Ring's publicly available Active Agency Map, which lists all public safety agencies that have joined Neighbors.
- E. Agency will maintain appropriate user access control to Neighbors for its personnel and will use Neighbors for Public Safety only for legitimate public safety purposes.

Eve M. Thomas

Authorized Signature

March 5, 2020

Date

Chief of Police

Printed Name

Title

Chris McCarter

From: William Wilson
Sent: Thursday, May 07, 2015 11:03 AM
To: Meagan Jones
Subject: ALPR Info.
Attachments: ALPR Cost 021015.docx

I've asked for the quote from 3M. In the meantime, the prices on the attached document from a couple of months ago are probably still current. I'll let you know as soon as I get a response. Shout if there is anything you need in the meantime.

Thanks,
Will

The below is copied from the TN State Contract for the License Plate Recognition Systems. (http://tn.gov/generalserv/cpo/SWCWeb_Lines7.html#SWC302 on line 302)

The Four Camera Mobile Unit list at \$16,830.00. Also needed to would be the Back End Solution Server, Software (Block of 10 Concurrent User Licenses) at \$2,025.00 and the Field Engineering services at \$1,800.00. The total cost to 3M would be \$20,655.00. This does not include the cost of the patrol vehicle and in-car computer.

The cost of the two-camera 'speed trailer' was quoted to me in November at about \$60,000 for the whole package.

I am still working on the clandestine pole cam.

RE: Trailer Mounted LPR Quote

lapope@mmm.com

Mon 11/24/2014 2:08 PM

Sgt Wilson,
AEP which provides the 3M platforms for the integration of ALPR does not have any available models. Replacement models are still 6 months away. And while ALPR has been integrated into several trailer platforms 3M has not certified others
The pricing for the integrated 2 camera ALPR Speed trailer was about \$60K and Included:

1. Speed Trailer (with solar/batteries)
2. 2-camera ALPR
3. All integration, software, shipping, installation , and training.

I'm sorry we werent able to meet your request at this time. Even though it is too late for your present grant funds, I will provide at a later date when available the new platform pricing.

regards,
larry



Lawrence A. Pope | Public Safety
Traffic Safety and Security Division
St. Paul, MN, 3M Center, Bldg. 235-3A-09 | St. Paul, MN 55144-1000
Office: 630 520 0191 | Mobile: 312 972 3170 | Fax: 651 732 8782
lapope@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at 877-777-3571, or email: alprsupportus@mmm.com

SWC No.:302	Title:License Plate Recognition Syst
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Contract Period 1/2/2014 To: 1/1/2016
From:

Contract Administrator and Phone: James E Norris (615) 741-7148

email: Trey.Norris@tn.gov

Vendor Name and Address

Contract Details

3M Co

Contract No:000000000000000000040233

2807 Paysphere Cir

Chicago IL 60674

Vendor Contact: R A STOHL

Contact Phone: (651) 733-0444 (BUSN)

Contact Email: tbidgroup@mmm.com

Contract Items and Services for SWC #302

Unless specified elsewhere, ship to: Statewide

SWC	Contract No.	Line No.	Item ID Description	Unit	Unit Price	Vndr Item ID	MFG Id	MFG Item ID	NIGP Code
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302	000000000000000000040233	1	1000124774 License Plate Reader Mobile Unit (Four Camera System).	EA	\$16,830.00	SLATE- XXX-LE- P	3M	SLATE- XXX- LE-P	550-92
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302	000000000000000000040233	3	1000126280 Back End Solution Server, Software (Block of 10	EA	\$2,025.00	BOSS-10 FEDERAL BOSS- SIGNAL	10	208-37
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Concurrent User Licenses)

302	00000000000000000000000040233	4	1000163113 SpikeHD High Resolution Fixed ALPR Camera, Model P382	EA	\$17,100.00	SPIKEHD- XXX	3M	SPIKEHD- XXX	655-39
302	00000000000000000000000040233	5	1000124776 Hardware Repair hourly labor rate.	HR	\$100.00	SRVC- TECH	3M	SRVC- TECH	928-51
302	00000000000000000000000040233	7	1000163115 Field Engineering services required for the installation of the 3M Mobile ALPR system on a vehicle including PAGIS in-car and BOSS back office software training. Priced on a per vehicle basis.	EA	\$1,800.00	SRVC- MVI	3M	SRVC- MVI	550-92
302	00000000000000000000000040233	8	APCAT Percentage Discount for 3M Catalog is 10% off List Price	P1	\$0.00				550-92
302	00000000000000000000000040233	9	APCAT Percentage Discount for Intuidex Watchman Catalog is 10% off List Price	P1	\$0.00				550-92

The below is copied from the TN State Contract for the License Plate Recognition Systems. (http://tn.gov/generalserv/cpo/SWCWeb_Lines7.html#SWC302 on line 302)

The Four Camera Mobile Unit list at \$16,830.00. Also needed to would be the Back End Solution Server, Software (Block of 10 Concurrent User Licenses) at \$2,025.00 and the Field Engineering services at \$1,800.00. The total cost to 3M would be \$20,655.00. This does not include the cost of the patrol vehicle and in-car computer.

The cost of the two-camera 'speed trailer' was quoted to me in November at about \$60,000 for the whole package.

I am still working on the clandestine pole cam.

RE: Trailer Mounted LPR Quote

lapope@mmm.com

Mon 11/24/2014 2:08 PM

Sgt Wilson,

AEP which provides the 3M platforms for the integration of ALPR does not have any available models. Replacement models are still 6 months away. And while ALPR has been integrated into several trailer platforms 3M has not certified others

The pricing for the integrated 2 camera ALPR Speed trailer was about \$60K and Included:

1. Speed Trailer (with solar/batteries)
2. 2-camera ALPR
3. All integration, software, shipping, installation , and training.

I'm sorry we werent able to meet your request at this time. Even though it is too late for your present grant funds, I will provide at a later date when available the new platform pricing.

regards,

larry



Lawrence A. Pope | Public Safety

Traffic Safety and Security Division

St. Paul, MN, 3M Center, Bldg. 235-3A-09 | St. Paul, MN 55144-1000

Office: 630 520 0191 | Mobile: 312 972 3170 | Fax: 651 732 8782

lapope@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at 877-777-3571, or email: alprsupportus@mmm.com

SWC No.:302	Title:License Plate Recognition Syst
--------------------	---

Contract Period 1/2/2014 To: 1/1/2016
From:

Contract Administrator and Phone: James E Norris (615) 741-7148

email: Trey.Norris@tn.gov

Vendor Name and Address

Contract Details

3M Co

Contract No:000000000000000000040233

2807 Paysphere Cir

Chicago IL 60674

Vendor Contact: R A STOHL

Contact Phone: (651) 733-0444 (BUSN)

Contact Email: tbidgroup@mmm.com

Contract Items and Services for SWC #302

Unless specified elsewhere, ship to: Statewide

SWC	Contract No.	Line No.	Item ID Description	Unit	Unit Price	Vndr Item ID	MFG Id	MFG Item ID	NIGP Code
-----	--------------	----------	---------------------	------	------------	--------------	--------	-------------	-----------

302	000000000000000000040233	1	1000124774 License Plate Reader Mobile Unit (Four Camera System).	EA	\$16,830.00	SLATE- XXX-LE- P	3M	SLATE- XXX- LE-P	550-92
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302	000000000000000000040233	3	1000126280 Back End Solution Server, Software (Block of 10	EA	\$2,025.00	BOSS-10	FEDERAL BOSS- SIGNAL	10	208-37
-----	--------------------------	---	--	----	------------	---------	-------------------------	----	--------

Concurrent User Licenses)

302	00000000000000000000000040233	4	1000163113 SpikeHD High Resolution Fixed ALPR Camera, Model P382	EA	\$17,100.00	SPIKEHD- XXX	3M	SPIKEHD- XXX	655-39
302	00000000000000000000000040233	5	1000124776 Hardware Repair hourly labor rate.	HR	\$100.00	SRVC- TECH	3M	SRVC- TECH	928-51
302	00000000000000000000000040233	7	1000163115 Field Engineering services required for the installation of the 3M Mobile ALPR system on a vehicle including PAGIS in-car and BOSS back office software training. Priced on a per vehicle basis.	EA	\$1,800.00	SRVC- MVI	3M	SRVC- MVI	550-92
302	00000000000000000000000040233	8	APCAT Percentage Discount for 3M Catalog is 10% off List Price	P1	\$0.00				550-92
302	00000000000000000000000040233	9	APCAT Percentage Discount for Intuidex Watchman Catalog is 10% off List Price	P1	\$0.00				550-92

Chris McCarter

From: William Wilson
Sent: Wednesday, October 15, 2014 2:25 PM
To: lapope@mmm.com
Subject: FW: Annual LPR Maintenance
Attachments: FW: Quote for maintenance and warranty; Knoxville City PD LPR maintenance_V1.pdf

From: William Wilson
Sent: Wednesday, September 03, 2014 12:29 PM
To: glary@mmm.com
Subject: RE: Annual LPR Maintenance

Thank you for checking in. I had a conversation this morning in which I said I needed to re-contact 3M. I did not know Mr. Jacobs had retired.

Attached is my last correspondence with Mr. Jacobs. My people here had some administrative changes going on and this had gotten set aside. Last month I had asked for a copy of an updated maintenance agreement and warranty. The previous quote is also attached.

This is approved, the hard quotes and agreement just need to be in place so that the administration can implement them. As soon as I have that, I will make sure this is pushed through.

Thanks!
Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: glary@mmm.com [<mailto:glary@mmm.com>]
Sent: Wednesday, September 03, 2014 12:02 PM
To: William Wilson
Subject: Annual LPR Maintenance

Mr. Wilson,

I am George Jacobs direct supervisor. You may have heard that he retired recently. I wanted to follow up on all of his activity to ensure our customers continue to receive good service. I noticed he had a quotation out for extended maintenance for your LPR system. Is your agency still going to purchase that service from us? Please let me know so I can update our records. If you need anything, please do not hesitate to contact me directly.

Kind regards,



Greg Lary | National Sales Manager - Public Safety
3M Traffic Safety and Security Division
639 N. Rosemead Avenue | Pasadena, CA 91107
Mobile: 818 231 4985

glary@mmm.com | www.3M.com/tss

Chris McCarter

From: William Wilson
Sent: Tuesday, August 12, 2014 3:43 PM
To: gmjacobs@mmm.com
Subject: FW: Quote for maintenance and warranty
Attachments: Knoxville City PD LPR maintenance_V1.pdf

I almost let folks forget. Per the latest, could I please get a copy of the updated maintenance agreement and warranty. Attached is the quote you previously provided.

Thanks!

-----Original Message-----

From: Cynthia Gass
Sent: Tuesday, August 12, 2014 3:37 PM
To: William Wilson
Subject: RE: Quote for maintenance and warranty

Reach out to the company and tell them we want the updated maintenance agreement; I will just need a copy of the agreement and warranty.

thanks

-----Original Message-----

From: William Wilson
Sent: Tuesday, August 12, 2014 3:32 PM
To: Cynthia Gass
Subject: RE: Quote for maintenance and warranty

There are some previous emails attached.

-----Original Message-----

From: Cynthia Gass
Sent: Tuesday, August 12, 2014 1:45 PM
To: William Wilson
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: RE: Quote for maintenance and warranty

Someone is going to have to refresh my memory on what was decided? I think we were planning on moving forward with this.

-----Original Message-----

From: William Wilson
Sent: Tuesday, August 12, 2014 1:41 PM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: RE: Quote for maintenance and warranty

Before all the upcoming changes take place, I thought I should check to see where we are on this and if there is anything I need to do.

Thanks,
Will

-----Original Message-----

From: William Wilson
Sent: Wednesday, June 04, 2014 8:22 AM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: FW: Quote for maintenance and warranty

I am sorry this is dated. I met with the vendor two weeks ago and had not heard anything. Well, Mr. Jacobs response to went to my junk mail.

The initial quote was for the maintenance contract on the ALPR system installed in the vehicle at \$1,200. 3M did add another \$300 for the maintenance of the software package.

Thank You,

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

-----Original Message-----

From: George Jacobs [mailto:gmjacobs@mmm.com]
Sent: Thursday, May 22, 2014 2:18 PM
To: William Wilson
Subject: Quote for maintenance and warranty

Sgt.

Here is the quote.

Let me know when you think they will take care of this and we'll get you set up for the new software.



3M Center, Bldg 225-4N-14
St. Paul, MN 55144-1000
P: 1-877-777-3571
F: 1-800-591-9293
E: MVSSALPR@3M.com

Quote Number 00000775
Quote Name Knoxville City PD LPR maintenance

Created Date 5/22/2014
Date Expires 9/18/2014

Prepared By George Jacobs
E-mail gmjacobs@mmm.com

Contact Name William Wilson
Phone (865) 215-2684
Email wwilson@cityofknoxville.org
Fax (865) 215-2514

Bill To Name Knoxville City Police Department
Bill To PO Box 1631
KNOXVILLE, Tennessee 37901
United States

Ship To Name Knoxville City Police Department
Ship To 800 Howard Baker Jr. Ave
KNOXVILLE, Tennessee 37915
United States

Quantity	Product Code	Product	Product Description	Sales Price	Discount	Total Price	Shipping & Handling Calculation
1.00	75-0302-1942-4	Maint Pkg- BOSS Billing Only Annual	Annual Maintenance package for 3M BOSS Software	USD 300.00		USD 300.00	USD 0.00
1.00	75-0302-3682-4	Maint Pkg- Mob/Port 4Cam(per car)BO Annual	Annual maintenance package for a Mobile/Portable ALPR system with (4) cameras.	USD 1,500.00	20.00%	USD 1,200.00	USD 0.00

Total Price USD 1,500.00
Shipping and Handling USD 0.00
Grand Total USD 1,500.00

Headquartered in St. Paul, MN with a customer contact center in Austin, Texas and a manufacturing facility in Knoxville, TN

Providing products and services designed specifically for Law Enforcement, Security, Access Control, Parking, Tolling, and Intelligent Transportation markets.

3M Public Safety designs, manufactures, installs and supports every aspect of our ALPR products including cameras, processors, software and OCR engines.

Over 35,000 ALPR cameras deployed worldwide.

Payment term: Net 30 days and are subject to 3M Statement of Terms, Conditions, and Warranties of Sales

Chris McCarter

From: William Wilson
Sent: Friday, April 12, 2019 9:15 AM
To: Donald Jones
Subject: FW: Back Office System Software (BOSS) & MOB/PORT 4 Cam Support
Importance: High

IS has asked Karen if we plan to renew our licensing and maintenance agreements with the current tag reader company, PIPS. I had proposed to not renew but invest with Vigilant. Should we go ahead and tell IS we are not going to renew?

Thanks

From: Sheila Rhodes
Sent: Friday, April 12, 2019 8:43 AM
To: Karen Mitchell
Cc: William Wilson
Subject: RE: Back Office System Software (BOSS) & MOB/PORT 4 Cam Support
Importance: High

Karen,

I don't think I got a reply back for this. Please update me on the status.

I need an RFS saying you are not going to renew this if that is the decision.

Thanks,

Sheila

Sheila Rhodes
Administrative Technician
Information Systems
865-215-2524

From: Sheila Rhodes
Sent: Thursday, April 04, 2019 9:56 AM
To: Karen Mitchell <kmitchell@knoxvilletn.gov>
Cc: William Wilson <wwilson@knoxvilletn.gov>
Subject: RE: Back Office System Software (BOSS) & MOB/PORT 4 Cam Support
Importance: High

Karen,

This expired 2/13/19. I don't even know if we can still renew this. Was a decision ever made?

If the department has decided not to renew this, please submit an RFS indicating that it is not being renewed.

Thanks,
Sheila

From: Karen Mitchell
Sent: Thursday, February 28, 2019 12:46 PM
To: Sheila Rhodes <srhodes@knoxvilletn.gov>
Cc: William Wilson <wwilson@knoxvilletn.gov>
Subject: RE: Back Office System Software (BOSS) & MOB/PORT 4 Cam Support

Sheila, I am waiting on the decision from the department. I will check again to see where we are on decision. Will advise asap. ThANKS,

From: Sheila Rhodes
Sent: Thursday, February 28, 2019 12:09 PM
To: Karen Mitchell
Subject: Back Office System Software (BOSS) & MOB/PORT 4 Cam Support
Importance: High

Karen,

Are you planning to renew this? According to my records, it expired 2/13/19.

I need an RFS if you are planning to renew or if you are NOT planning to renew.

Thanks,
Sheila

Chris McCarter

From: William Wilson
Sent: Wednesday, May 14, 2014 2:37 PM
To: Greg Coker
Subject: FW: Federal JAG Accepting Applications Due 6/10!

Chief Price directed me to work with Chief Gass to get a Maintenance Contract with 3M, if you did not know. They had quoted us a maintenance contract on the state bid for \$1,200 annually for use on the T&E equipment we have.

I am still waiting on the specs for that, but the vendor did send this if you think it is worth passing along. Time may be a little short.

From: gmjacobs@mmm.com [mailto:gmjacobs@mmm.com]
Sent: Wednesday, May 14, 2014 2:13 PM
To: William Wilson
Subject: Fw: Federal JAG Accepting Applications Due 6/10!

Sgt.

Also check out the JAG grant below, you are eligible for between \$130,000 to \$175,000. but it must be files before June 10th

George M. Jacobs | Public Safety Sales Consultant
Det / Sgt _ Retired (Maryland State Police)
3M Traffic Safety and Security Division
Knoxville TN Plant, 804 Innovation Drive | Knoxville, TN 37932
Mobile: 865 591 1147 | Fax: 865 392 5599
gmjacobs@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at (877) 777-3571 or email ALPRSupportUS@mmm.com

----- Forwarded by George M. Jacobs/US-Maplewood/3M/US on 05/14/2014 02:10 PM -----

From: The PoliceGrantsHelp Team <Expert@PoliceGrantsHelp.com>
To: <gmjacobs@mmm.com>
Date: 05/13/2014 01:28 PM
Subject: Federal JAG Accepting Applications Due 6/10!
Sent by: "The PoliceGrantsHelp Team" <Expert@PoliceGrantsHelp.com@mail162.atl61.mcsv.net>

Federal JAG Accepting Applications Due 6/10!

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PoliceGrantsHelp.com

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The Federal Justice Assistance Grant (JAG) is currently accepting applications **due June 10, 2014!** The goal of this program is to provide states and units of local governments with critical funding necessary to support a range of program areas.

Only jurisdictions named in their state's allocation list are eligible to reply. Please review your eligibility before responding to this email.

Equipment items must be part of a larger program request within the following grant priority areas:

- Law enforcement programs
- Prosecution and court programs, including indigent defense
- Prevention and education programs
- Corrections and community corrections program
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs

[Contact us](#) today for grant writing services or help putting together a competitive application!

Stay safe,

The PoliceGrantsHelp Team
Praetorian Group, Inc.
Expert@PoliceGrantsHelp.com

Grants Helpdesk: (866) 463-7792 Fax: (415) 962-8331

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Our mailing address is:

Praetorian Group
200 Green St Suite 200
San Francisco, Ca 94111

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Chris McCarter

From: William Wilson
Sent: Thursday, May 21, 2015 12:36 PM
To: Meagan Jones
Subject: FW: FW: Purchase of New ALPR Mobile System
Attachments: Knoxville 4 Camera and Movement Quote.pdf

Final quote from 3M. He included the transfer of the current system to a different vehicle on the installation line; "Mob/Port Installation Service per car BO 3M professional installation of a Mobile/Portable ALPR System (per vehicle)". I don't know if you can fit that in or we can ask him to take that out.

Please let me know if you need anything else.

Thanks!

From: kgillon@mmm.com [mailto:kgillon@mmm.com]
Sent: Thursday, May 21, 2015 12:22 PM
To: William Wilson
Subject: Re: FW: Purchase of New ALPR Mobile System

Will,

Per your request please see the attached quote.

Please let me know if you need anything further.

Kind Regards,
Keith



Keith W. Gillon | Public Safety
Traffic Safety and Security Division
3M Cogent, Inc., 639 N. Rosemead Boulevard | Pasadena, CA 91107 USA
Office: +1626 325 9637 | Mobile: +1626 808 5189 | Fax: +1626 325 9700
kgillon@mmm.com | <http://www.3m.com/> | [www.3M.com/IdentityManagement](http://www.3m.com/IdentityManagement)

Please Note: Effective immediately, my email address is changing to kgillon@mmm.com, please update your contacts to reflect this change. Thank You

From: "William Wilson" <wwilson@cityofknoxville.org>
To: "kgillon@mmm.com" <kgillon@mmm.com>
Date: 05/19/2015 11:58 AM
Subject: FW: Purchase of New ALPR Mobile System

I am getting asked to have this quote by tomorrow. Any help is appreciated.

Thanks,
Will

From: Meagan Jones
Sent: Tuesday, May 19, 2015 12:05 PM
To: William Wilson
Subject: FW: Purchase of New ALPR Mobile System

Will,

Any luck on getting a final number for the LPR? We are hoping to get a budget modification in tomorrow.

Thank you!
Meagan

From: Meagan Jones
Sent: Friday, May 08, 2015 8:35 AM
To: William Wilson
Subject: RE: Purchase of New ALPR Mobile System

Next week is perfect!

Thanks so much!
Meagan

From: William Wilson
Sent: Friday, May 08, 2015 8:34 AM
To: Meagan Jones
Subject: FW: Purchase of New ALPR Mobile System

How soon do you need this quote? I also asked the cost of moving our current system to a newer car. The company rep say next week but I can push if we need to.

From: kgillon@mmm.com [<mailto:kgillon@mmm.com>]
Sent: Friday, May 08, 2015 8:02 AM
To: William Wilson
Cc: lapope@mmm.com
Subject: Re: Purchase of New ALPR Mobile System

Will,

I am out traveling for work so can I get this done next week?

Thanks,
Keith

On May 8, 2015, at 6:24 AM, William Wilson <wwilson@cityofknoxville.org> wrote:
This came up late yesterday. Could I get a separate quote on the cost to remove our current system and reinstall it into another vehicle?

Thank You,
Will

From: William Wilson
Sent: Thursday, May 07, 2015 10:52 AM
To: kgillon@mmm.com
Cc: lapope@mmm.com
Subject: FW: Purchase of New ALPR Mobile System

Gentlemen,
I just remembered that Mr. Gillon may be my point of contact now so I am sending this along too.

Thanks!
Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@knoxvilletn.gov

From: William Wilson
Sent: Thursday, May 07, 2015 10:39 AM
To: lapope@mmm.com
Subject: Purchase of New ALPR Mobile System

Good Morning,

I just left a meeting in which the Knoxville PD's grant writer and Patrol Commander are looking to spend remaining grant money. Their first priority is to purchase and install a four camera LPR system into another of our police cars.

I have some of the TN state contract information copied and saved but I was asked to get a quote for this additional system. I was generally using the below information but I do not know if the pricing is still good and if these items are exactly what we need.

The Four Camera Mobile Unit list at \$16,830.00. Also needed to would be the Back End Solution Server, Software (Block of 10 Concurrent User Licenses) at \$2,025.00 and the Field Engineering services at \$1,800.00. The total cost to 3M would be \$20,655.00. This does not include the cost of the patrol vehicle and in-car computer.

The Knoxville TN Police Department has one standalone system and the BOSS was recently updated. We have three users.

We just need a quote for the installation and materials to have this second standalone system purchased and operational. I suppose we can include any maintenance contract for the coming year as well.

Please call or email me with any questions.

Thank You,
Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
o. 865/215-7243
c. 865/755-5527
wwilson@knoxvilletn.gov

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3M Center, Bldg 225-4N-14
St. Paul, MN 55144-1000
P: 1-877-777-3571
F: 1-800-591-9293
E: MVSSALPR@3M.com

Quote Number 00003074
Quote Name ALPR and Movement

Created Date 5/21/2015
Expiration Date 7/20/2015

Prepared By Keith Gillon
E-mail kgillon@mmm.com

Contact Name Will Wilson
Phone (865) 215-7243
Email wwilson@cityofknoxville.org

Bill To Name Knoxville City Police Department
Bill To PO Box 1631
KNOXVILLE, Tennessee 37901
United States

Ship To Name Knoxville City Police Department
Ship To 800 Howard Baker Jr. Ave
KNOXVILLE, Tennessee 37915
United States

Quantity	Product Code	Product	Product Description	Sales Price	Total Amount	Shipping & Handling
1.00	75-0302-1976-2	10.4" TOUCH SCREEN MONITOR W/CABLES PKG	Touch Screen Monitor with internal speaker & cables. While stock is available.	USD 2,270.00	USD 2,043.00	USD 20.00
1.00	75-0302-1814-5	4 CAM CODE 3 FOR <13.25" LB ASSEMBLY	Mounting assembly for 4 Cameras on Code 3 Lightbar (less than 13.25")	USD 1,300.00	USD 1,170.00	USD 0.00
1.00	75-0302-3696-4	BOSS Install/Admin Training each BO	3M professional installation and administrative training of 3M Back Office System Software.	USD 300.00	USD 270.00	USD 0.00
2.00	75-0302-3694-9	Mob/Port Installation Service per car BO	3M professional installation of a Mobile/Portable ALPR System (per vehicle)	USD 1,200.00	USD 2,160.00	USD 0.00
1.00	75-0302-2029-9	Mobile 4-CAMP634-810-25-25-16-08 VP	Mobile ALPR System with (4) P634 cameras, (1) processor, in-Car software (LPCS), GPS, and cables	USD 17,700.00	USD 15,930.00	USD 95.00
1.00	75-0302-3120-5	MOBILE MISC VENDOR ITEM BILLING ONLY	Item from a non-3M vendor required as an add-on for a Mobile or Portable ALPR system.	USD 450.00	USD 405.00	USD 0.00

Quote Total USD 21,978.00

Shipping and Handling USD 115.00

Quote Grand Total USD 22,093.00

Headquartered in St. Paul, MN with a customer contact center in Austin, Texas and a manufacturing facility in Knoxville, TN

Providing products and services designed specifically for Law Enforcement, Security, Access Control, Parking, Tolling, and Intelligent Transportation markets.

3M Public Safety designs, manufactures, installs and supports every aspect of our ALPR products including cameras, processors, software and OCR engines.

Payment term: Net 30 days and are subject to 3M Statement of Terms, Conditions, and Warranties of Sales

Restocking Fee: Returns not due to 3M error are assessed at 15% restocking and handling charge with a minimum charge of \$100.00 plus all transportation charges. (Line items including training, travel fees, installation, and maintenance are exempt from the restocking fee)



3M Center, Bldg 225-4N-14
St. Paul, MN 55144-1000
P: 1-877-777-3571
F: 1-800-591-9293
E: MVSSALPR@3M.com

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Payment term: Net 30 days and are subject to 3M Statement of Terms, Conditions, and Warranties of Sales

Restocking Fee: Returns not due to 3M error are assessed at 15% restocking and handling charge with a minimum charge of \$100.00 plus all transportation charges. (Line items including training, travel fees, installation, and maintenance are exempt from the restocking fee)

Chris McCarter

From: William Wilson
Sent: Monday, March 25, 2013 10:09 AM
To: Andrew Boatman
Subject: FW: PIPS ALPR system
Attachments: IACP_ALPR_Policy_Operational_Guidance[1].pdf

From: gmjacobs@mmm.com [gmjacobs@mmm.com]
Sent: Saturday, February 23, 2013 8:34 AM
To: William Wilson
Subject: PIPS ALPR system

Sgt. Wilson

I am the representative for 3M, who recently purchased PIPS Technology. We spoke about a year ago, and you told me your Agency may be interested in purchasing a couple mobile License Plate Readers. I haven't heard back from you, and have been very busy recently in Tennessee, selling LPRs. I wanted to know who would be the person to contact at your Agency to pursue this further. We are still on State Contract in Tn.,



George M. Jacobs | Regional Sales Manager
Det/Sgt. Retired, Maryland State Police
3M Motor Vehicle Safety and Services
Knoxville TN Plant, 804 Innovation Drive | Knoxville, TN 37932
Office: 865 591 1147 | Fax: 865 392 5599
gmjacobs@mmm.com | www.3M.com/mvss | www.pipstechnology.com

Need additional support? Call our dedicated support line at (865) 392-5590 or email support@pipstechnology.com.

Chris McCarter

From: William Wilson
Sent: Wednesday, May 20, 2015 4:16 PM
To: Meagan Jones
Subject: FW: Purchase of New ALPR Mobile System

I'm sorry this guy is dragging his heels . . .

From: William Wilson
Sent: Wednesday, May 20, 2015 4:15 PM
To: kgillon@mmm.com
Subject: RE: Purchase of New ALPR Mobile System

Any luck with this? We have missed the requested timeline. Do you know when the numbers may be available. Maybe they can still get this in the proposal.

From: kgillon@mmm.com [<mailto:kgillon@mmm.com>]
Sent: Tuesday, May 19, 2015 1:38 PM
To: William Wilson
Subject: Re: Purchase of New ALPR Mobile System

Will, I am working on it now.

Sent from my iPhone

On May 19, 2015, at 12:05 PM, William Wilson <wwilson@cityofknoxville.org> wrote:

All the particulars and details are not completely necessary at this point, they just need the total cost.

Thanks!

From: William Wilson
Sent: Tuesday, May 19, 2015 12:59 PM
To: kgillon@mmm.com
Subject: FW: Purchase of New ALPR Mobile System

I am getting asked to have this quote by tomorrow. Any help is appreciated.

Thanks,
Will

From: Meagan Jones
Sent: Tuesday, May 19, 2015 12:05 PM
To: William Wilson
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Cc: lapope@mmm.com
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On May 8, 2015, at 6:24 AM, William Wilson <wwilson@cityofknoxville.org> wrote:

This came up late yesterday. Could I get a separate quote on the cost to remove our current system and reinstall it into another vehicle?

Thank You,
Will

From: William Wilson
Sent: Thursday, May 07, 2015 10:52 AM
To: kgillon@mmm.com
Cc: lapope@mmm.com
Subject: FW: Purchase of New ALPR Mobile System

Gentlemen,

I just remembered that Mr. Gillon may be my point of contact now so I am sending this along too.

Thanks!

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@knoxville.tn.gov

From: William Wilson
Sent: Thursday, May 07, 2015 10:39 AM
To: lapope@mmm.com
Subject: Purchase of New ALPR Mobile System

Good Morning,

I just left a meeting in which the Knoxville PD's grant writer and Patrol Commander are looking to spend remaining grant money. Their first priority is to purchase and install a four camera LPR system into another of our police cars.

I have some of the TN state contract information copied and saved but I was asked to get a quote for this additional system. I was generally using the below information but I do not know if the pricing is still good and if these items are exactly what we need.

The Four Camera Mobile Unit list at \$16,830.00. Also needed to would be the Back End Solution Server, Software (Block of 10 Concurrent User Licenses) at \$2,025.00 and the Field Engineering services at \$1,800.00. The total cost to 3M would be \$20,655.00. This does not include the cost of the patrol vehicle and in-car computer.

The Knoxville TN Police Department has one standalone system and the BOSS was recently updated. We have three users.

We just need a quote for the installation and materials to have this second standalone system purchased and operational. I suppose we can include any maintenance contact for the coming year as well.

Please call or email me with any questions.

Thank You,
Will

Sergeant Will Wilson
Knoxville Police Department

KCDC Operations Administrator
o. 865/215-7243
c. 865/755-5527
wwilson@knoxvilletn.gov

3M security scanners have not detected any malicious content in this message.

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Click [here](#) to report this email as spam

Chris McCarter

From: William Wilson
Sent: Tuesday, August 12, 2014 3:43 PM
To: 'gmjacobs@mmm.com'
Subject: FW: Quote for maintenance and warranty
Attachments: Knoxville City PD LPR maintenance_V1.pdf

I almost let folks forget. Per the latest, could I please get a copy of the updated maintenance agreement and warranty. Attached is the quote you previously provided.

Thanks!

-----Original Message-----

From: Cynthia Gass
Sent: Tuesday, August 12, 2014 3:37 PM
To: William Wilson
Subject: RE: Quote for maintenance and warranty

Reach out to the company and tell them we want the updated maintenance agreement; I will just need a copy of the agreement and warranty.

thanks

-----Original Message-----

From: William Wilson
Sent: Tuesday, August 12, 2014 3:32 PM
To: Cynthia Gass
Subject: RE: Quote for maintenance and warranty

There are some previous emails attached.

-----Original Message-----

From: Cynthia Gass
Sent: Tuesday, August 12, 2014 1:45 PM
To: William Wilson
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: RE: Quote for maintenance and warranty

Someone is going to have to refresh my memory on what was decided? I think we were planning on moving forward with this.

-----Original Message-----

From: William Wilson
Sent: Tuesday, August 12, 2014 1:41 PM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: RE: Quote for maintenance and warranty

Before all the upcoming changes take place, I thought I should check to see where we are on this and if there is anything I need to do.

Thanks,
Will

-----Original Message-----

From: William Wilson
Sent: Wednesday, June 04, 2014 8:22 AM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: FW: Quote for maintenance and warranty

I am sorry this is dated. I met with the vendor two weeks ago and had not heard anything. Well, Mr. Jacobs response to went to my junk mail.

The initial quote was for the maintenance contact on the ALPR system installed in the vehicle at \$1,200. 3M did add another \$300 for the maintenance of the software package.

Thank You,

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

-----Original Message-----

From: George Jacobs [mailto:gmjacobs@mmm.com]
Sent: Thursday, May 22, 2014 2:18 PM
To: William Wilson
Subject: Quote for maintenance and warranty

Sgt.

Here is the quote.

Let me know when you think they will take care of this and we'll get you set up for the new software.



3M Center, Bldg 225-4N-14
St. Paul, MN 55144-1000
P: 1-877-777-3571
F: 1-800-591-9293
E: MVSSALPR@3M.com

Quote Number 00000775
Quote Name Knoxville City PD LPR maintenance

Created Date 5/22/2014
Date Expires 9/18/2014

Prepared By George Jacobs
E-mail gmjacobs@mnm.com

Contact Name William Wilson
Phone (865) 215-2684
Email wwilson@cityofknoxville.org
Fax (865) 215-2514

Bill To Name Knoxville City Police Department
Bill To PO Box 1631
KNOXVILLE, Tennessee 37901
United States

Ship To Name Knoxville City Police Department
Ship To 800 Howard Baker Jr. Ave
KNOXVILLE, Tennessee 37915
United States

Quantity	Product Code	Product	Product Description	Sales Price	Discount	Total Price	Shipping & Handling Calculation
1.00	75-0302-1942-4	Maint Pkg- BOSS Billing Only Annual	Annual Maintenance package for 3M BOSS Software	USD 300.00		USD 300.00	USD 0.00
1.00	75-0302-3682-4	Maint Pkg- Mob/Port 4Cam(per car)BO Annual	Annual maintenance package for a Mobile/Portable ALPR system with (4) cameras.	USD 1,500.00	20.00%	USD 1,200.00	USD 0.00

Total Price USD 1,500.00
Shipping and Handling USD 0.00
Grand Total USD 1,500.00

Headquartered in St. Paul, MN with a customer contact center in Austin, Texas and a manufacturing facility in Knoxville, TN

Providing products and services designed specifically for Law Enforcement, Security, Access Control, Parking, Tolling, and Intelligent Transportation markets.

3M Public Safety designs, manufactures, installs and supports every aspect of our ALPR products including cameras, processors, software and OCR engines.

Over 35,000 ALPR cameras deployed worldwide.

Payment term: Net 30 days and are subject to 3M Statement of Terms, Conditions, and Warranties of Sales

Chris McCarter

From: William Wilson
Sent: Thursday, May 07, 2015 10:39 AM
To: lapope@mmm.com
Subject: Purchase of New ALPR Mobile System

Good Morning,

I just left a meeting in which the Knoxville PD's grant writer and Patrol Commander are looking to spend remaining grant money. Their first priority is to purchase and install a four camera LPR system into another of our police cars.

I have some of the TN state contract information copied and saved but I was asked to get a quote for this additional system. I was generally using the below information but I do not know if the pricing is still good and if these items are exactly what we need.

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We just need a quote for the installation and materials to have this second standalone system purchased and operational. I suppose we can include any maintenance contact for the coming year as well.

Please call or email me with any questions.

Thank You,
Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
o. 865/215-7243
c. 865/755-5527
wwilson@knoxvilletn.gov

Chris McCarter

From: William Wilson
Sent: Monday, September 21, 2015 4:09 PM
To: Michael Roth
Subject: RE: 3M ALPR Install/train @ Knoxville PD

The three users we have now are in offices. We will limit it to the two or three of us and my office can suffice I believe.

If you need my cell for any reason it is 865/755-5527. I look forward to getting this done.

Thanks!

Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@knoxville.tn.gov

From: Michael Roth [<mailto:mbroth@mmm.com>]
Sent: Monday, September 21, 2015 3:58 PM
To: William Wilson
Subject: RE: 3M ALPR Install/train @ Knoxville PD

I don't have any limitation, whatever you feel is appropriate. Keep in-mine will need a conference room with a compute that has the Boss client installed that way we can training using your actually system



Michael B. Roth | Technical Services Lead
Traffic Safety and Security Division
3M Austin Center | Austin, TX 78726
Mobile: +1 513 767 7610
mbroth@mmm.com

3M ALPR Support Line: 877 777 3571 | alprsupportus@mmm.com

From: William Wilson [<mailto:wwilson@knoxville.tn.gov>]
Sent: Monday, September 21, 2015 3:53 PM
To: Michael Roth <mbroth@mmm.com>
Subject: [EXTERNAL] RE: 3M ALPR Install/train @ Knoxville PD

I am not sure how many we users we allotted for, what is a good number for you? Trainees will be scarce as of right now anyway.

From: Michael Roth [<mailto:mbroth@mmm.com>]
Sent: Monday, September 21, 2015 3:46 PM
To: William Wilson
Cc: Steven Shults; Daniel Wilburn; Ronald Green; Meagan Jones
Subject: RE: 3M ALPR Install/train @ Knoxville PD

Sally port will do fine, you'll just want to make sure both the vehicles are available in the morning when we arrive, Will plan on getting on-site around 8:30am.

Additionally if you wanted to schedule individuals for the Boss training you can plan on starting around 9:30am, typically I like to break up the training between general users of the software which we'll start first and last 1hr, then will move on to more administrative features that will last about an 1hr.



Michael B. Roth | Technical Services Lead
Traffic Safety and Security Division
3M Austin Center | Austin, TX 78726
Mobile: +1 513 767 7610
mbroth@mmm.com

3M ALPR Support Line: 877 777 3571 | alprsupportus@mmm.com

From: William Wilson [<mailto:wwilson@knoxvilletn.gov>]
Sent: Monday, September 21, 2015 3:01 PM
To: Michael Roth <mbroth@mmm.com>
Cc: Steven Shults <sbshults@mmm.com>; Daniel Wilburn <diwilburn@mmm.com>; Ronald Green <rgreen@knoxvilletn.gov>; Meagan Jones <mjones@knoxvilletn.gov>
Subject: [EXTERNAL] RE: 3M ALPR Install/train @ Knoxville PD

That sounds just great. If there is anything I need to do logistically to be ready, please just let me know. We have a sally port under our headquarters here that should have enough room to work in.

Will

From: Michael Roth [<mailto:mbroth@mmm.com>]
Sent: Monday, September 21, 2015 1:31 PM
To: William Wilson
Cc: Steven Shults; Daniel Wilburn
Subject: RE: 3M ALPR Install/train @ Knoxville PD

Would be best to do it at your location. Steve Shults will be the technician working on the vehicles and I believe Daniel Wilburn indicated he wanted to be there during the install as well. I'll be there to provide the training while the vehicles are being built that way we can complete everything in one visit.



Michael B. Roth | Technical Services Lead
Traffic Safety and Security Division
3M Austin Center | Austin, TX 78726
Mobile: +1 513 767 7610
mbroth@mmm.com

3M ALPR Support Line: 877 777 3571 | alprsupportus@mmm.com

From: William Wilson [<mailto:wwilson@knoxvillekn.gov>]
Sent: Monday, September 21, 2015 10:16 AM
To: Michael Roth <mbroth@mmm.com>
Subject: [EXTERNAL] RE: 3M ALPR Install/train @ Knoxville PD

September 30th looks good for me. I can set aside whatever portion of the day necessary. Will this be done at the 3M facility on Dutchtown Rd. here in Knoxville, or will a technician come to one of our facilities?

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@knoxvillekn.gov

From: Michael Roth [<mailto:mbroth@mmm.com>]
Sent: Friday, September 18, 2015 12:02 PM
To: William Wilson
Cc: Steven Shults; Daniel Wilburn
Subject: 3M ALPR Install/train @ Knoxville PD

Hello Sgt. Wilson, I'm with technical services and I am reaching out to you with regards to the installation date for your new ALPR equipment, I just received confirmation that your equipment is ready and I would like to schedule your installation & training for Sept. 30th. Please let me know if this date will work?



Michael B. Roth | Technical Services Lead
Traffic Safety and Security Division
3M Austin Center | Austin, TX 78726
Mobile: +1 513 767 7610
mbroth@mmm.com

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Chris McCarter

From: William Wilson
Sent: Monday, September 21, 2015 1:50 PM
To: Meagan Jones
Subject: RE: 3M

Absolutely! Thanks.

Have fun in DC and I hope you get a chance to see the Pope!

From: Meagan Jones
Sent: Monday, September 21, 2015 1:27 PM
To: William Wilson
Subject: 3M

Will,

I got a call Friday afternoon from our 3M contact Daniel Wilburn. He said everything should be here by this Friday! He said in the message he'd call- but I will be out of town starting tomorrow (in DC for training—same time as the Pope's visit—what are the chances?).

I am going to ask him to contact you directly. Does that work for you?

Thanks so much!

Meagan Jones
Knoxville Police Department
Planning and Grants Manager
800 Howard Baker Jr. Avenue
Knoxville, TN 37915
Phone: 865.215.7415

Chris McCarter

From: William Wilson
Sent: Thursday, October 16, 2014 5:57 AM
To: glary@mmm.com
Subject: RE: Annual LPR Maintenance

Yes Sir,

We talked yesterday afternoon and he is getting us taken care of. Thank you for your assistance.

Will
Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: glary@mmm.com [mailto:glary@mmm.com]
Sent: Wednesday, October 15, 2014 7:33 PM
To: William Wilson
Subject: RE: Annual LPR Maintenance

Will, you should have received a follow up call from my rep, Larry Pope. Please confirm - thanks.



Greg Lary | National Sales Manager - Public Safety
3M Traffic Safety and Security Division
639 N. Rosemead Avenue | Pasadena, CA 91107
Mobile: 818 231 4985

glary@mmm.com | www.3M.com/tss

From: William Wilson <wwilson@cityofknoxville.org>
To: "glary@mmm.com" <glary@mmm.com>
Date: 10/15/2014 08:19 AM
Subject: RE: Annual LPR Maintenance

I just left you a voicemail message. I appreciate information on the direction you company wishes to go.

Thank You,

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: William Wilson
Sent: Tuesday, October 07, 2014 8:12 AM
To: glary@mmm.com
Subject: RE: Annual LPR Maintenance

It has been a month since your last response. Is this offer from your company still an option?

Thanks

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: William Wilson
Sent: Thursday, September 18, 2014 8:04 AM
To: 'glary@mmm.com'
Subject: RE: Annual LPR Maintenance

Good Morning,

Any luck with these documents?

Thanks!

From: glary@mmm.com [<mailto:glary@mmm.com>]
Sent: Wednesday, September 03, 2014 1:43 PM
To: William Wilson
Subject: RE: Annual LPR Maintenance

Got it, stand by.



Greg Lary | National Sales Manager - Public Safety
3M Traffic Safety and Security Division
639 N. Rosemead Avenue | Pasadena, CA 91107
Mobile: 818 231 4985

glary@mmm.com | www.3M.com/tss

From: William Wilson <wwilson@cityofknoxville.org>
To: "glary@mmm.com" <glary@mmm.com>

Sorry, I wasn't real clear. I still need updated maintenance agreement and warranty that can be signed off on and implemented.

Thanks!

From: glary@mmm.com [<mailto:glary@mmm.com>]
Sent: Wednesday, September 03, 2014 12:45 PM
To: William Wilson
Subject: RE: Annual LPR Maintenance

Thanks for the update Will. Please keep me informed and let me know if I can be of assistance.



Greg Lary | National Sales Manager - Public Safety
3M Traffic Safety and Security Division
639 N. Rosemead Avenue | Pasadena, CA 91107
Mobile: 818 231 4985

glary@mmm.com | www.3M.com/tss

From: William Wilson <wwilson@cityofknoxville.org>
To: "glary@mmm.com" <glary@mmm.com>
Date: 09/03/2014 09:29 AM
Subject: RE: Annual LPR Maintenance

Thank you for checking in. I had a conversation this morning in which I said I needed to re-contact 3M. I did not know Mr. Jacobs had retired.

Attached is my last correspondence with Mr. Jacobs. My people here had some administrative changes going on and this had gotten set aside. Last month I had asked for a copy of an updated maintenance agreement and warranty. The previous quote is also attached.

This is approved, the hard quotes and agreement just need to be in place so that the administration can implement them. As soon as I have that, I will make sure this is pushed through.

Thanks!

Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: glary@mmm.com [<mailto:glary@mmm.com>]
Sent: Wednesday, September 03, 2014 12:02 PM
To: William Wilson
Subject: Annual LPR Maintenance

Mr. Wilson,

I am George Jacobs direct supervisor. You may have heard that he retired recently. I wanted to follow up on all of his activity to ensure our customers continue to receive good service. I noticed he had a quotation out for extended maintenance for your LPR system. Is your agency still going to purchase that service from us? Please let me know so I can update our records. If you need anything, please do not hesitate to contact me directly.

Kind regards,



Greg Lary | National Sales Manager - Public Safety
3M Traffic Safety and Security Division
639 N. Rosemead Avenue | Pasadena, CA 91107
Mobile: 818 231 4985

glary@mmm.com | www.3M.com/tss

----- 0000+ on Tue, 12 Aug 2014 19:43:11 <wwilson@cityofknoxville.org> Message from William Wilson -----
<gmjacobs@mmm.com> "gmjacobs@mmm.com" To:
FW: Quote for maintenance and warranty Subject:

of the updated Per the latest, could I please get a copy .I almost let folks forget
.quote you previously provided Attached is the .maintenance agreement and warranty

!Thanks

-----Original Message-----
From: Cynthia Gass
Sent: Tuesday, August 12, 2014 3:37 PM
To: William Wilson
Subject: RE: Quote for maintenance and warranty

agreement; I will Reach out to the company and tell them we want the updated maintenance
.just need a copy of the agreement and warranty

thanks

-----Original Message-----

From: William Wilson
Sent: Tuesday, August 12, 2014 3:32 PM
To: Cynthia Gass
Subject: RE: Quote for maintenance and warranty

.There are some previous emails attached

-----Original Message-----

From: Cynthia Gass
PM 1:45 2014 ,12 Sent: Tuesday, August
To: William Wilson
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: RE: Quote for maintenance and warranty

think we were I ?Someone is going to have to refresh my memory on what was decided
.planning on moving forward with this

-----Original Message-----

From: William Wilson
Sent: Tuesday, August 12, 2014 1:41 PM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: RE: Quote for maintenance and warranty

see where we are Before all the upcoming changes take place, I thought I should check to
.on this and if there is anything I need to do

,Thanks
Will

-----Original Message-----

From: William Wilson
Sent: Wednesday, June 04, 2014 8:22 AM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: FW: Quote for maintenance and warranty

.had not heard anything I met with the vendor two weeks ago and .I am sorry this is dated
.mail Well, Mr. Jacobs response to went to my junk

in the The initial quote was for the maintenance contact on the ALPR system installed
.of the software package M did add another \$300 for the maintenance3 .vehicle at \$1,200

,Thank You

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
7243-215/865
wwilson@cityofknoxville.org

-----Original Message-----

[<mailto:gmjacobs@mmmm.com>] From: George Jacobs

Sent: Thursday, May 22, 2014 2:18 PM
To: William Wilson
Subject: Quote for maintenance and warranty

.Sgt

.Here is the quote

set up for the Let me know when you think they will take care of this and we'll get you
.new software

by Greg Lary/US- deleted "Knoxville City PD LPR maintenance_V1.pdf" attachment]
deleted by Greg "Knoxville City PD LPR maintenance_V1.pdf" Corp03/3M/US] [attachment
[Lary/US-Corp03/3M/US

Chris McCarter

From: William Wilson
Sent: Monday, June 15, 2015 4:40 PM
To: Meagan Jones; Monty Houk
Cc: Kenny Miller; Ronald Green
Subject: RE: Budget Modification GAN has been Approved

Great! Thank you Megan.

Chief,
Should I go ahead and ask to 3M to schedule us in the first or second week of July?

Also, I would like to move our current system from 21069 to 21075 (both KCDC fleet) and ask Ken for an additional car for the new system. If we need to keep the KCDC fleet at 3 cars, maybe we can just turn in 21069 and ask for a newer replacement.

Just let me know and I'll work on it.

Thanks!

-----Original Message-----

From: Meagan Jones
Sent: Monday, June 15, 2015 4:29 PM
To: Monty Houk
Cc: Kenny Miller; William Wilson
Subject: FW: Budget Modification GAN has been Approved

Our PSN budget modification was approved!

Our payroll system is already set up for the grant to code overtime. When you have a moment to begin scheduling, please let me know. I've let the payroll ladies know the additional cards will be coming their way but having the officers code the individual cards makes life much easier!

We have \$9,745 to spend by 7/31/2015 and \$41,744 to spend by 8/30/2015.

We can begin the process to purchase the LPR on 7/1.

Thanks!
Meagan

-----Original Message-----

From: Janet Brewer
Sent: Monday, June 15, 2015 2:49 PM
To: Meagan Jones
Subject: FW: Budget Modification GAN has been Approved

-----Original Message-----

From: donot-reply@ojp.usdoj.gov [mailto:donot-reply@ojp.usdoj.gov]

Sent: Monday, June 15, 2015 2:29 PM

To: Janet Brewer

Subject: Budget Modification GAN has been Approved

The request for Budget Modification GAN for 2010-GP-BX-0026 has been approved. Please access GMS for more information regarding GAN Number 008.

Chris McCarter

From: William Wilson
Sent: Friday, March 20, 2015 11:08 AM
To: lapope@mmm.com
Subject: RE: FW: Annual LPR Maintenance

Thank You. And thanks for all your patience and assistance.

Will

From: lapope@mmm.com [mailto:lapope@mmm.com]
Sent: Friday, March 20, 2015 11:00 AM
To: William Wilson
Cc: kgillon@mmm.com
Subject: RE: FW: Annual LPR Maintenance

Will,

Please send the PO to Keith Gillon at kgillon@mmm.com. Keith will be taking over the State of TN territory. Keith's number is 626 325 9637.

Contact for Knoxville IT is 3M Customer Support @ 877-777-3571, or email: alprsupportus@mmm.com. Once the PO is processed, IT can contact Customer Support and let them know they need to upgrade. There are some things that Customer Support will need to have Knoxville IT do in preparation for the upgrade which they will discuss.

Please let me know if you have any questions.
larry



Lawrence A. Pope | Public Safety
Traffic Safety and Security Division
St. Paul, MN, 3M Center, Bldg. 235-3A-09 | St. Paul, MN 55144-1000
Office: 630 520 0191 | Mobile: 312 972 3170 | Fax: 651 732 8782
lapope@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at 877-777-3571, or email:
alprsupportus@mmm.com

From: "William Wilson" <wwilson@cityofknoxville.org>
To: "lapope@mmm.com" <lapope@mmm.com>
Date: 03/20/2015 09:35 AM
Subject: RE: FW: Annual LPR Maintenance

Good Morning,

This had finally been approved by the city and a PO is either done or forthcoming. The City Of Knoxville Information Services just asked for contact information so they can reach out to you about the specifics and logistics of getting the software installed / updated.

Thanks,

Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: lapope@mmm.com [<mailto:lapope@mmm.com>]

Sent: Wednesday, October 22, 2014 1:53 PM

To: William Wilson

Subject: RE: FW: Annual LPR Maintenance

Terms and Conditions

No, the Knoxville location is a production, design and repair location. The principal contact for Customer Service are below. **877-777-3571, or email: alprsupportus@mmm.com**. It so happens that is in Austin TX, and it is conceivable individuals from Knoxville may work on your system if there were problem.

Let me know if there are additional questions.
larry



Lawrence A. Pope | Public Safety
Traffic Safety and Security Division
St. Paul, MN, 3M Center, Bldg. 235-3A-09 | St. Paul, MN 55144-1000
Office: 630 520 0191 | Mobile: 312 972 3170 | Fax: 651 732 8782
lapope@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at 877-777-3571, or email:
alprsupportus@mmm.com

From: William Wilson <wwilson@cityofknoxville.org>
To: "lapope@mmm.com" <lapope@mmm.com>
Date: 10/22/2014 12:43 PM
Subject: RE: FW: Annual LPR Maintenance

I foresee commanders asking me what "3M's standard Terms, Conditions, and Warranties of Sale" refers to. Can you send me a copy of that? Also, once this is paid and taken care of, will the office here in Knoxville take care of the service?

Thanks Again!

From: lapope@mmm.com [<mailto:lapope@mmm.com>]

Sent: Wednesday, October 22, 2014 1:40 PM

To: William Wilson

Subject: RE: FW: Annual LPR Maintenance

thanks Will.

Like I said i usually get a kicked back alert that notifies me that it wasnt delivered. Anyway you have, call me with any questions.



Lawrence A. Pope | Public Safety

Traffic Safety and Security Division

St. Paul, MN, 3M Center, Bldg. 235-3A-09 | St. Paul, MN 55144-1000

Office: 630 520 0191 | Mobile: 312 972 3170 | Fax: 651 732 8782

lapope@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at 877-777-3571, or email:

alprsupportus@mmm.com

From: William Wilson <wwilson@cityofknoxville.org>

To: "lapope@mmm.com" <lapope@mmm.com>

Date: 10/22/2014 12:37 PM

Subject: RE: FW: Annual LPR Maintenance

For whatever reason it never came through. The important thing is we have it now. I will run this up the channels for a, hopefully, prompt response.

Thanks!

From: lapope@mmm.com [<mailto:lapope@mmm.com>]

Sent: Wednesday, October 22, 2014 1:30 PM

To: William Wilson
Subject: RE: FW: Annual LPR Maintenance

Will,

I sent out on the night of the 15th. I didnt get it pushed back and assumed that it went through. Maybe it is in your junk or spam folder.

You can either sign the document and email back to me or generate a PO and forward to me. I will then process the executed document.

Call me if there is any questions,
regards,
larry



Lawrence A. Pope | Public Safety
Traffic Safety and Security Division
St. Paul, MN, 3M Center, Bldg. 235-3A-09 | St. Paul, MN 55144-1000
Office: 630 520 0191 | Mobile: 312 972 3170 | Fax: 651 732 8782
lapope@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at 877-777-3571, or email:
alprsupportus@mmm.com

From: William Wilson <wwilson@cityofknoxville.org>
To: "lapope@mmm.com" <lapope@mmm.com>
Date: 10/22/2014 07:02 AM
Subject: RE: FW: Annual LPR Maintenance

If you have sent this requested information, I have missed it somehow. Will you please re-send?

Thank You.

Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243

wwilson@cityofknoxville.org

From: lapope@mmm.com [<mailto:lapope@mmm.com>]

Sent: Wednesday, October 15, 2014 2:35 PM

To: William Wilson

Subject: Re: FW: Annual LPR Maintenance

Will,
I received and will forward back the information tonight.
thanks,
larry



Lawrence A. Pope | Public Safety

Traffic Safety and Security Division

St. Paul, MN, 3M Center, Bldg. 235-3A-09 | St. Paul, MN 55144-1000

Office: 630 520 0191 | Mobile: 312 972 3170 | Fax: 651 732 8782

lapope@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at 877-777-3571, or email:

alprsupportus@mmm.com

From: William Wilson <wwilson@cityofknoxville.org>

To: "lapope@mmm.com" <lapope@mmm.com>

Date: 10/15/2014 01:24 PM

Subject: FW: Annual LPR Maintenance

From: William Wilson

Sent: Wednesday, September 03, 2014 12:29 PM

To: glary@mmm.com

Subject: RE: Annual LPR Maintenance

Thank you for checking in. I had a conversation this morning in which I said I needed to re-contact 3M. I did not know Mr. Jacobs had retired.

Attached is my last correspondence with Mr. Jacobs. My people here had some administrative changes going on and this had gotten set aside. Last month I had asked for a copy of an updated maintenance agreement and warranty. The previous quote is also attached.

This is approved, the hard quotes and agreement just need to be in place so that the administration can implement them. As soon as I have that, I will make sure this is pushed through.

Thanks!
Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: glary@mmm.com [<mailto:glary@mmm.com>]
Sent: Wednesday, September 03, 2014 12:02 PM
To: William Wilson
Subject: Annual LPR Maintenance

Mr. Wilson,

I am George Jacobs direct supervisor. You may have heard that he retired recently. I wanted to follow up on all of his activity to ensure our customers continue to receive good service. I noticed he had a quotation out for extended maintenance for your LPR system. Is your agency still going to purchase that service from us? Please let me know so I can update our records. If you need anything, please do not hesitate to contact me directly.

Kind regards,



Greg Lary | National Sales Manager - Public Safety
3M Traffic Safety and Security Division
639 N. Rosemead Avenue | Pasadena, CA 91107
Mobile: 818 231 4985

glary@mmm.com | www.3M.com/tss

----- 0000+ on Tue, 12 Aug 2014 19:43:11 <wwilson@cityofknoxville.org> Message from William Wilson -----

<gmjacobs@mmm.com> "gmjacobs@mmm.com" To:

FW: Quote for maintenance and warranty Subject:

of the updated Per the latest, could I please get a copy .I almost let folks forget
.quote you previously provided Attached is the .maintenance agreement and warranty

!Thanks

-----Original Message-----

From: Cynthia Gass

Sent: Tuesday, August 12, 2014 3:37 PM

To: William Wilson

Subject: RE: Quote for maintenance and warranty

agreement; I will Reach out to the company and tell them we want the updated maintenance
.just need a copy of the agreement and warranty

thanks

-----Original Message-----

From: William Wilson

Sent: Tuesday, August 12, 2014 3:32 PM

To: Cynthia Gass

Subject: RE: Quote for maintenance and warranty

.There are some previous emails attached

-----Original Message-----

From: Cynthia Gass

Sent: Tuesday, August 12, 2014 1:45 PM

To: William Wilson

Cc: Anthony Willis; Gordon Catlett; Gary Price

Subject: RE: Quote for maintenance and warranty

think we were I ?Someone is going to have to refresh my memory on what was decided
.planning on moving forward with this

-----Original Message-----

From: William Wilson

Sent: Tuesday, August 12, 2014 1:41 PM

To: Cynthia Gass

Cc: Anthony Willis; Gordon Catlett; Gary Price

Subject: RE: Quote for maintenance and warranty

see where we are Before all the upcoming changes take place, I thought I should check to
.on this and if there is anything I need to do

, Thanks
Will

-----Original Message-----

From: William Wilson

Sent: Wednesday, June 04, 2014 8:22 AM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: FW: Quote for maintenance and warranty

.had not heard anything I met with the vendor two weeks ago and .I am sorry this is dated
.mail Well, Mr. Jacobs response to went to my junk

in the The initial quote was for the maintenance contact on the ALPR system installed
.of the software package M did add another \$300 for the maintenance3 .vehicle at \$1,200

,Thank You

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
7243-215/865
wwilson@cityofknoxville.org

-----Original Message-----
[<mailto:gmjacobs@mmm.com>] From: George Jacobs
Sent: Thursday, May 22, 2014 2:18 PM
To: William Wilson
Subject: Quote for maintenance and warranty

.Sgt

.Here is the quote

set up for the Let me know when you think they will take care of this and we'll get you
.new software

by Lawrence A. Pope/US- deleted "Knoxville City PD LPR maintenance_V1.pdf" attachment]
deleted by "PD LPR maintenance_V1.pdf Knoxville City" Maplewood/3M/US] [attachment
[Lawrence A. Pope/US-Maplewood/3M/US

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Chris McCarter

From: William Wilson
Sent: Monday, June 15, 2015 4:48 PM
To: kgillon@mmm.com
Subject: RE: FW: Purchase of New ALPR Mobile System

I will nail down a date for the order to be ready and get back to you. Thanks

From: kgillon@mmm.com [mailto:kgillon@mmm.com]
Sent: Monday, June 15, 2015 4:45 PM
To: William Wilson
Subject: RE: FW: Purchase of New ALPR Mobile System

Will, let me check with the guys at the plant but I don't see a huge problem. Just need to get the order entered and scheduled so let me work on that. Do you have a date of preference or just as close to July 1st as possible?

Do you know when the Purchase Order will be placed?

-Keith



Keith W. Gillon | Public Safety
Traffic Safety and Security Division
3M Cogent, Inc., 639 N. Rosemead Boulevard | Pasadena, CA 91107 USA
Office: +1626 325 9637 | Mobile: +1626 808 5189 | Fax: +1626 325 9700
kgillon@mmm.com | <http://www.3m.com/> | [www.3M.com/IdentityManagement](http://www.3m.com/IdentityManagement)

Please Note: Effective immediately, my email address is changing to kgillon@mmm.com, please update your contacts to reflect this change. Thank You

From: "William Wilson" <wwilson@knoxvilletn.gov>
To: "kgillon@mmm.com" <kgillon@mmm.com>
Date: 06/15/2015 03:42 PM
Subject: RE: FW: Purchase of New ALPR Mobile System

The modification for this grant money was approved. I am asking to get this done as soon as possible after July 1st. Are there any logistical concerns I need to know or should I just schedule the service. We will be wanting to move our old system to a newer car and install the new system into another car.

Thanks

From: kgillon@mmm.com [mailto:kgillon@mmm.com]

Sent: Thursday, May 21, 2015 12:22 PM
To: William Wilson
Subject: Re: FW: Purchase of New ALPR Mobile System

Will,

Per your request please see the attached quote.

Please let me know if you need anything further.

Kind Regards,
Keith



Keith W. Gillon | Public Safety
Traffic Safety and Security Division
3M Cogent, Inc., 639 N. Rosemead Boulevard | Pasadena, CA 91107 USA
Office: +1626 325 9637 | Mobile: +1626 808 5189 | Fax: +1626 325 9700
kgillon@mmm.com | <http://www.3m.com/> | [www.3M.com/IdentityManagement](http://www.3m.com/IdentityManagement)

Please Note: Effective immediately, my email address is changing to kgillon@mmm.com, please update your contacts to reflect this change. Thank You

From: "William Wilson" <wwilson@cityofknoxville.org>
To: "kgillon@mmm.com" <kgillon@mmm.com>
Date: 05/19/2015 11:58 AM
Subject: FW: Purchase of New ALPR Mobile System

I am getting asked to have this quote by tomorrow. Any help is appreciated.

Thanks,
Will

From: Meagan Jones
Sent: Tuesday, May 19, 2015 12:05 PM
To: William Wilson
Subject: FW: Purchase of New ALPR Mobile System

Will,

Any luck on getting a final number for the LPR? We are hoping to get a budget modification in tomorrow.

Thank you!
Meagan

From: Meagan Jones
Sent: Friday, May 08, 2015 8:35 AM
To: William Wilson
Subject: RE: Purchase of New ALPR Mobile System

Next week is perfect!

Thanks so much!
Meagan

From: William Wilson
Sent: Friday, May 08, 2015 8:34 AM
To: Meagan Jones
Subject: FW: Purchase of New ALPR Mobile System

How soon do you need this quote? I also asked the cost of moving our current system to a newer car. The company rep say next week but I can push if we need to.

From: kgillon@mmm.com [<mailto:kgillon@mmm.com>]
Sent: Friday, May 08, 2015 8:02 AM
To: William Wilson
Cc: lapope@mmm.com
Subject: Re: Purchase of New ALPR Mobile System

Will,

I am out traveling for work so can I get this done next week?

Thanks,
Keith

On May 8, 2015, at 6:24 AM, William Wilson <wwilson@cityofknoxville.org> wrote:

This came up late yesterday. Could I get a separate quote on the cost to remove our current system and reinstall it into another vehicle?

Thank You,
Will

From: William Wilson
Sent: Thursday, May 07, 2015 10:52 AM
To: kgillon@mmm.com
Cc: lapope@mmm.com
Subject: FW: Purchase of New ALPR Mobile System

Gentlemen,
I just remembered that Mr. Gillon may be my point of contact now so I am sending this along too.

Thanks!
Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@knoxvilletn.gov

From: William Wilson
Sent: Thursday, May 07, 2015 10:39 AM
To: lapope@mmm.com
Subject: Purchase of New ALPR Mobile System

Good Morning,

I just left a meeting in which the Knoxville PD's grant writer and Patrol Commander are looking to spend remaining grant money. Their first priority is to purchase and install a four camera LPR system into another of our police cars.

I have some of the TN state contract information copied and saved but I was asked to get a quote for this additional system. I was generally using the below information but I do not know if the pricing is still good and if these items are exactly what we need.

The Four Camera Mobile Unit list at \$16,830.00. Also needed to would be the Back End Solution Server, Software (Block of 10 Concurrent User Licenses) at \$2,025.00 and the Field Engineering services at \$1,800.00. The total cost to 3M would be \$20,655.00. This does not include the cost of the patrol vehicle and in-car computer.

The Knoxville TN Police Department has one standalone system and the BOSS was recently updated. We have three users.

We just need a quote for the installation and materials to have this second standalone system purchased and operational. I suppose we can include any maintenance contract for the coming year as well.

Please call or email me with any questions.

Thank You,
Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
o. 865/215-7243
c. 865/755-5527
wwilson@knoxvilletn.gov

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Chris McCarter

From: William Wilson
Sent: Wednesday, May 21, 2014 10:04 AM
To: 'gmjacobs@mmm.com'
Subject: RE: PIPS ALPR system

I was just asked about this and realized it had been a week. Is this something your company will be able to help us with?

Thank You,
Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: William Wilson
Sent: Wednesday, May 14, 2014 11:11 AM
To: gmjacobs@mmm.com
Subject: RE: PIPS ALPR system

We have been given the go-ahead to ask for a proposal / contract and invoice for the maintenance contract. I will give that to a deputy chief for acceptance and payment.

I appreciate your patience with us.

Will
Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: gmjacobs@mmm.com [<mailto:gmjacobs@mmm.com>]
Sent: Tuesday, April 29, 2014 2:34 PM
To: William Wilson
Subject: RE: PIPS ALPR system

If your Agency wishes to purchase a maintenance package, I can see if they will allow it, being, it is so far out of date. The state contract price is \$1,200.

George M. Jacobs | Public Safety Sales Consultant

Det / Sgt _ Retired (Maryland State Police)
3M Traffic Safety and Security Division
Knoxville TN Plant, 804 Innovation Drive | Knoxville, TN 37932
Mobile: 865 591 1147 | Fax: 865 392 5599
gmiacobs@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at (877) 777-3571 or email ALPRSupportUS@mmm.com

From: William Wilson <wwilson@cityofknoxville.org>
To: "gmiacobs@mmm.com" <gmiacobs@mmm.com>
Date: 04/29/2014 02:21 PM
Subject: RE: PIPS ALPR system

Our issues are probably two fold.

#1 the monitor in the mobile unit stopped working late last week. I suspect the cable has been compromised.

#2 the 'server' we use is a desktop in my office that is still running on Windows XP and slated for upgrade to Windows 7 as the city IS department gets to it (a month or so).

We have had this T&E unit so long it is finally showing age. Without updates and service I will probably see if my administration wishes to turn in the equipment until a decision can be made. It is unfortunate since our crime analysis group just began exploring the ATACRAIDS applications.

If your company wishes for us to continue using the system in the evaluative mode, I will have to work with you to service the mobile unit and to work with the city IS technicians to reinstall the software when this desktop is upgraded.

I will check with my administration for a decision and get back to you.

I appreciate you and your company's patience.

Thanks!
Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

From: gmjacobs@mmm.com [mailto:gmjacobs@mmm.com]

Sent: Tuesday, April 08, 2014 6:17 PM

To: William Wilson

Subject: RE: PIPS ALPR system

Sgt.

Here is a budgetary quote to give you an idea on pricing.

You only need the Back Office and Mapping one time, and can add all the systems to it you want..

There are no licensing fees or additional cost except extended warranty / maintenance.

George M. Jacobs | Public Safety Sales Consultant
Det / Sgt _ Retired (Maryland State Police)
3M Traffic Safety and Security Division
Knoxville TN Plant, 804 Innovation Drive | Knoxville, TN 37932
Mobile: 865 591 1147 | Fax: 865 392 5599
gmjacobs@mmm.com | www.3M.com/mvss

Need additional support? Call our dedicated support line at (877) 777-3571 or email ALPRSupportUS@mmm.com

From: William Wilson <wwilson@cityofknoxville.org>

To: "gmjacobs@mmm.com" <gmjacobs@mmm.com>, "bsturgill@mmm.com" <bsturgill@mmm.com>

Date: 04/08/2014 09:47 AM

Subject: RE: PIPS ALPR system

Great, I really appreciate that. I am a definite advocate of this technology I just have not been able to get total buy-in here, yet.

I did not hear from anyone else so far.

Thanks!

Will

From: gmjacobs@mmm.com [mailto:gmjacobs@mmm.com]

Sent: Tuesday, April 08, 2014 8:48 AM

To: William Wilson; bsturgill@mmm.com

Subject: RE: PIPS ALPR system

I will get you new quote info this evening

We are still on state contract and I will get you this info

Did our support division contact you

Sent with Good (www.good.com)

----- Message from "William Wilson" on 04/08/2014 02:01:23 AM -----

To: gmjacobs@mmm.com, bsturgill@mmm.com

Subject: RE: PIPS ALPR system

Good morning Gentlemen,

In light of the possible combining ATACRAIDS with the LPR data I mentioned to Mr. Jacobs last week and the grant information I copied below, I have been directed to ask for updated pricing information for the ALPR systems. I know the PD is interested in the vehicle mounted systems and we have also discussed the possibility of portable systems mounted on traffic counter/speed trailers we have. I copied a pricing estimate Bryan provided a couple of years ago. Any assistance is appreciated.

1. 4-Camera ALPR System - \$18,700 per vehicle (subtract \$1,775 if we configure the system to work with our current MDTs.)
2. BOSS operating system software \$795
3. Installation and training \$2,200
4. Mapping feature \$795
5. User agreements for 5 concurrent users \$375
6. Extended ALPR hardware and software maintenance agreement \$2,000 per vehicle
7. Server based at Safety Building \$5,000 (may be cheaper)

The estimated cost to put two ALPR systems into service with server-based wireless information transfer is \$50,765, plus the cost of the dedicated vehicles and dedicated lap-top MDTs

You are receiving this update as either a customer of Vigilant Solutions'...which includes the National Vehicle Location Service (NVLS), or as someone who has previously expressed interest in Vigilant's products. We will only send you relevant communications and will not abuse the privilege of communicating with you via email.

Is this email not displaying correctly?
[View it in your browser.](#)



Dear Sergeant Patton,

There are several different grants that have just been announced in the last few weeks, and I wanted to send you a

quick note in the event that you are looking to expand your LPR and/or Facial Recognition program(s). See below for summaries and links to the actual grant pages where application packages may be downloaded. Deadlines are varied, but tend to be in the April / May timeframe.

- Byrne Criminal Justice Innovation Program: this grant is focused on evidence-based policies and practices to improve community safety. LPR and facial recognition could certainly play a role in an evidence-based practice - <http://www.grants.gov/web/grants/view-opportunity.html?oppld=252353>
- Bureau of Justice Assistance Violent Gang and Gun Reduction Program: Vigilant's LPR data, fixed and mobile LPR cameras, and LEARN investigative capabilities could certainly assist - <http://www.grants.gov/web/grants/view-opportunity.html?oppld=252657>
- DHS Homeland Security Grant Program (HSGP): this is one of the more well-funded (\$1B) and broad-based grant programs, but also more competitive - <http://www.grants.gov/web/grants/view-opportunity.html?oppld=252676>
- DHS Port Security Grant Program (PSGP): fairly open program for anything security related at a port. LPR and facial recognition certainly have applications in port security - <http://www.grants.gov/web/grants/view-opportunity.html?oppld=252677>

While it is against grant guidelines for a vendor to be directly involved in your submittal, we are happy to assist with some specific questions and/or wording as to how the technology relates to the grant program's stated goals. If you would like to discuss or have questions, please visit our [website](#) or contact me.

Thanks,

Best Regards,
Brian Shockley
Vice President of Marketing
Vigilant Solutions - Protecting Officers, Families and Communities

brian.shockley@vigilantsolutions.com

O +1 (925) 398-2079 ext 731

M +1 (865) 228-2308

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Our mailing address is:

Vigilant Solutions
2021 Las Positas
Court, Suite 101
Livermore, CA
94551

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From: William Wilson
Sent: Thursday, April 03, 2014 7:46 AM
To: 'gmjacobs@mmm.com'
Subject: RE: PIPS ALPR system

Mr. Jacobs,

I am still advocating the purchase of equipment for my department as we use the T&E version your company has kindly provided. I think we are getting a step closer as our Crime Analysis Unit is working with one of our Deputy Chiefs to explore incorporating LPR data into ATACRAIDS crime mapping. Our lead analysis is meeting with ATACRAIDS experts next week and she was asking for an LPR contact for technical expertise as they move forward. Do you have a number for such expert maybe at the old PIPS location her in Knoxville. We have worked with Omer Aziz for our installations in the past.

Thanks for your assistance! This might just be the advantage that will encourage administrators to finally push the button on this program. I also learned of some available grants his week that might help too.

Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@cityofknoxville.org

Chris McCarter

From: William Wilson
Sent: Wednesday, May 20, 2015 4:38 PM
To: kgillon@mmm.com
Cc: Meagan Jones
Subject: RE: Purchase of New ALPR Mobile System

Great. Thanks

From: kgillon@mmm.com [mailto:kgillon@mmm.com]
Sent: Wednesday, May 20, 2015 4:26 PM
To: William Wilson
Subject: RE: Purchase of New ALPR Mobile System

Will, I have it in salesforce our quoting system waiting one more line of approval. The total cost is \$21013 which includes everything needed for a four camera system and relocation of the additional vehicle.

I have requested the approval be escalated and awaiting for an answer. Once I get the next approval I will provide you with a formal quote with each line item.

-Keith



Keith W. Gillon | Public Safety
Traffic Safety and Security Division
3M Cogent, Inc., 639 N. Rosemead Boulevard | Pasadena, CA 91107 USA
Office: +1626 325 9637 | Mobile: +1626 808 5189 | Fax: +1626 325 9700
kgillon@mmm.com | <http://www.3m.com/> | [www.3M.com/IdentityManagement](http://www.3m.com/IdentityManagement)

Please Note: Effective immediately, my email address is changing to kgillon@mmm.com, please update your contacts to reflect this change. Thank You

From: "William Wilson" <wwilson@cityofknoxville.org>
To: "kgillon@mmm.com" <kgillon@mmm.com>
Date: 05/20/2015 03:15 PM
Subject: RE: Purchase of New ALPR Mobile System

Any luck with this? We have missed the requested timeline. Do you know when the numbers may be available. Maybe they can still get this in the proposal.

From: kgillon@mmm.com [mailto:kgillon@mmm.com]
Sent: Tuesday, May 19, 2015 1:38 PM
To: William Wilson

Subject: Re: Purchase of New ALPR Mobile System

Will, I am working on it now.

Sent from my iPhone

On May 19, 2015, at 12:05 PM, William Wilson <wwilson@cityofknoxville.org> wrote:

All the particulars and details are not completely necessary at this point, they just need the total cost.

Thanks!

From: William Wilson

Sent: Tuesday, May 19, 2015 12:59 PM

To: kgillon@mmm.com

Subject: FW: Purchase of New ALPR Mobile System

I am getting asked to have this quote by tomorrow. Any help is appreciated.

Thanks,
Will

From: Meagan Jones

Sent: Tuesday, May 19, 2015 12:05 PM

To: William Wilson

Subject: FW: Purchase of New ALPR Mobile System

Will,

Any luck on getting a final number for the LPR? We are hoping to get a budget modification in tomorrow.

Thank you!
Meagan

From: Meagan Jones

Sent: Friday, May 08, 2015 8:35 AM

To: William Wilson

Subject: RE: Purchase of New ALPR Mobile System

Next week is perfect!

Thanks so much!
Meagan

From: William Wilson

Sent: Friday, May 08, 2015 8:34 AM

To: Meagan Jones

Subject: FW: Purchase of New ALPR Mobile System

How soon do you need this quote? I also asked the cost of moving our current system to a newer car. The company rep say next week but I can push if we need to.

From: kgillon@mmm.com [<mailto:kgillon@mmm.com>]

Sent: Friday, May 08, 2015 8:02 AM

To: William Wilson

Cc: lapope@mmm.com

Subject: Re: Purchase of New ALPR Mobile System

Will,

I am out traveling for work so can I get this done next week?

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This came up late yesterday. Could I get a separate quote on the cost to remove our current system and reinstall it into another vehicle?

Thank You,
Will

From: William Wilson
Sent: Thursday, May 07, 2015 10:52 AM
To: kgillon@mmm.com
Cc: lapope@mmm.com
Subject: FW: Purchase of New ALPR Mobile System

Gentlemen,
I just remembered that Mr. Gillon may be my point of contact now so I am sending this along too.

Thanks!
Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
865/215-7243
wwilson@knoxvilletn.gov

From: William Wilson
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To: lapope@mmm.com
Subject: Purchase of New ALPR Mobile System

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The Four Camera Mobile Unit list at \$16,830.00. Also needed to would be the Back End Solution Server, Software (Block of 10 Concurrent User Licenses) at \$2,025.00 and the Field Engineering services at \$1,800.00. The total cost to 3M would be \$20,655.00. This does not include the cost of the patrol vehicle and in-car computer.

The Knoxville TN Police Department has one standalone system and the BOSS was recently updated. We have three users.

We just need a quote for the installation and materials to have this second standalone system purchased and operational. I suppose we can include any maintenance contact for the coming year as well.

Please call or email me with any questions.

Thank You,
Will

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator
o. 865/215-7243
c. 865/755-5527
wwilson@knoxvillekn.gov

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Chris McCarter

From: William Wilson
Sent: Wednesday, October 22, 2014 3:51 PM
To: Cynthia Gass
Subject: RE: Quote for maintenance and warranty

Yes Ma'am. I know this has drug out. I'll apologize for all the delays.

-----Original Message-----

From: Cynthia Gass
Sent: Wednesday, October 22, 2014 2:51 PM
To: William Wilson
Subject: RE: Quote for maintenance and warranty

Forgive my ignorance; is this for the license plate reader?

-----Original Message-----

From: William Wilson
Sent: Wednesday, October 22, 2014 2:01 PM
To: Cynthia Gass
Cc: Ronald Green
Subject: RE: Quote for maintenance and warranty

Chief Gass,

I'll skip the story of how this took so long, but the good news is we have the information. Is there anything else we need?

Our new contact with 3M is:

Lawrence A. Pope | Public Safety
Traffic Safety and Security Division
St. Paul, MN, 3M Center, Bldg. 235-3A-09 | St. Paul, MN 55144-1000
Office: 630 520 0191 | Mobile: 312 972 3170 | Fax: 651 732 8782 lapope@mmm.com | www.3M.com/mvss

Thank You,
Will

-----Original Message-----

From: Cynthia Gass
Sent: Tuesday, August 12, 2014 3:37 PM
To: William Wilson
Subject: RE: Quote for maintenance and warranty

Reach out to the company and tell them we want the updated maintenance agreement; I will just need a copy of the agreement and warranty.

thanks

-----Original Message-----

From: William Wilson
Sent: Tuesday, August 12, 2014 3:32 PM
To: Cynthia Gass
Subject: RE: Quote for maintenance and warranty

There are some previous emails attached.

-----Original Message-----

From: Cynthia Gass
Sent: Tuesday, August 12, 2014 1:45 PM
To: William Wilson
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: RE: Quote for maintenance and warranty

Someone is going to have to refresh my memory on what was decided? I think we were planning on moving forward with this.

-----Original Message-----

From: William Wilson
Sent: Tuesday, August 12, 2014 1:41 PM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: RE: Quote for maintenance and warranty

Before all the upcoming changes take place, I thought I should check to see where we are on this and if there is anything I need to do.

Thanks,
Will

-----Original Message-----

From: William Wilson
Sent: Wednesday, June 04, 2014 8:22 AM
To: Cynthia Gass
Cc: Anthony Willis; Gordon Catlett; Gary Price
Subject: FW: Quote for maintenance and warranty

I am sorry this is dated. I met with the vendor two weeks ago and had not heard anything. Well, Mr. Jacobs response to went to my junk mail.

The initial quote was for the maintenance contact on the ALPR system installed in the vehicle at \$1,200. 3M did add another \$300 for the maintenance of the software package.

Thank You,

Sergeant Will Wilson
Knoxville Police Department
KCDC Operations Administrator

865/215-7243
wwilson@cityofknoxville.org

-----Original Message-----

From: George Jacobs [mailto:gmjacobs@mmm.com]

Sent: Thursday, May 22, 2014 2:18 PM

To: William Wilson

Subject: Quote for maintenance and warranty

Sgt.

Here is the quote.

Let me know when you think they will take care of this and we'll get you set up for the new software.

Chris McCarter

From: Jim Quick
Sent: Monday, February 18, 2019 9:52 AM
To: Hawkins, Todd (Government); William Wilson
Subject: Re: Vigilant Data Subscription (6 months)

great. Sgt Wilson is handling this part since he also has to get the contract for the cameras.

Thanks

From: Hawkins, Todd (Government) <todd.hawkins@thomsonreuters.com>
Sent: Monday, February 18, 2019 9:50:17 AM
To: Jim Quick
Subject: RE: Vigilant Data Subscription (6 months)

Jim,
Sorry for the delay – I'm still waiting for the contract to come back - -we have to request an exception to offer the 2018 pricing that are in our proposal. I expect we will have that by tomorrow as the home office is closed today for Presidents day.
Todd

From: Jim Quick <jquick@knoxvilletn.gov>
Sent: Friday, February 15, 2019 7:05 AM
To: Hawkins, Todd (Government) <todd.hawkins@thomsonreuters.com>
Subject: Re: Vigilant Data Subscription (6 months)
Any luck sir

Sent from my iPhone

On Feb 14, 2019, at 07:32, Hawkins, Todd (Government) <todd.hawkins@thomsonreuters.com> wrote:

Yes sir – I am on it.
Todd

From: Jim Quick <jquick@knoxvilletn.gov>
Sent: Thursday, February 14, 2019 6:30 AM
To: Hawkins, Todd (Government) <todd.hawkins@thomsonreuters.com>
Subject: Re: Vigilant Data Subscription (6 months)
Yes sir they need one with clear and one with vigilant

Sent from my iPhone

On Feb 14, 2019, at 07:24, Hawkins, Todd (Government) <todd.hawkins@thomsonreuters.com> wrote:

Jim,
I assume you still need the split contracts you requested yesterday, correct?
Todd

From: William Wilson <wwilson@knoxvilletn.gov>
Sent: Thursday, February 14, 2019 5:42 AM
To: Austin Ausenbaugh <aausenbaugh@britecomputers.com>
Cc: Jason Cheshier (<jason.cheshier@vigilantsolutions.com>)

<jason.cheshier@vigilantsolutions.com>; Hawkins, Todd (Government)
<todd.hawkins@thomsonreuters.com>; Jim Quick <jquick@knoxvilletn.gov>

Subject: RE: Vigilant Data Subscription (6 months)

Good morning,

The PD's money printers are finally meeting on this to sort out what we are doing. I believe the decision is going to be to pursue the CLEAR contract as in the attached quote (Inv. Jim Quick is coordinating that end and I think he is asking for an updated quote. I've copied him on here too). Since Jim is handling subscription part, the camera end is left to me. Austin had previously told me the annual support for the cameras would be \$550 per camera per year. Will you please provide that in a formal quote format?

We are almost to the end of sorting this out. Thanks for everyone's help and patience.

Will

Sergeant Will Wilson
Knoxville Police Department
Special Services
865/215-7243
wwilson@knoxvilletn.gov

From: Austin Aussenbaugh [<mailto:aaussenbaugh@britecomputers.com>]

Sent: Tuesday, January 08, 2019 7:31 AM

To: William Wilson

Cc: Jason Cheshier (jason.cheshier@vigilantsolutions.com); Hawkins, Todd (Government)

Subject: Re: Vigilant Data Subscription (6 months)
\$32,750 plus \$550 / camera

Austin
(931) 436-1144

On Jan 8, 2019, at 6:55 AM, William Wilson <wwilson@knoxvilletn.gov> wrote:

Thanks Austin,

Just to make sure I send this up correctly. Does the \$32,750 include the commercial data subscription *and* the LPR support? Or, does my submission need to be \$32,750 for the commercial data *plus* \$550 per camera? For Todd's benefit my counterparts had obtained a quote from TR already #Q003561166 and were working with Ashley Elfers.

Thanks!

Will

From: Austin Aussenbaugh [<mailto:aaussenbaugh@britecomputers.com>]

Sent: Monday, January 07, 2019 1:16 PM

To: William Wilson

Cc: Jason Cheshier (jason.cheshier@vigilantsolutions.com); Hawkins, Todd (Government)

Subject: RE: Vigilant Data Subscription (6 months)

Sgt. Wilson – The cost to continue the commercial data subscription will be \$32,750. You would purchase this through CLEAR in FY 2019-2020 (Todd w/ CLEAR added to email chain).

The cost for continued support of your currently deployed LPR cameras is \$550 / camera per year. That would be purchased through Brite.

Austin

From: William Wilson <wwilson@knoxvilletn.gov>

Sent: Monday, January 7, 2019 12:20 PM

To: Austin Ausenbaugh <aausenbaugh@britecomputers.com>

Cc: Jason Cheshier (jason.cheshier@vigilantsolutions.com)

<jason.cheshier@vigilantsolutions.com>

Subject: RE: Vigilant Data Subscription (6 months)

Thanks again for this quote. I have sent up a proposal for the PD to immediately purchase this to get us up to the beginning of the next fiscal year.

In order to continue in 2019-2020 fy, can I get a confirmation that Knoxville PD's annual subscription rate is \$29,000 per year? (that number came up in one of the demos).

Also, there is a proposal for the PD to subscribe with TR CLEAR with Vigilant added in addition. *If* the PD goes with that, we will still need the support for our LPR. What would that cost be?

Thanks

From: Austin Ausenbaugh [<mailto:aausenbaugh@britecomputers.com>]

Sent: Friday, January 04, 2019 2:10 PM

To: William Wilson

Subject: Vigilant Data Subscription (6 months)

Sgt. Wilson – The quote you requested from Jason at Vigilant is attached.

This quote includes 6 months of access to the Vigilant system and migration of your currently deployed PIPS cameras.

Please let me know if you have any questions.

Have a great weekend!

Austin Ausenbaugh

Mid-Atlantic Public Safety Sales

Brite Computers

MOBILE | (931) 436-1144

INSIDE SALES SUPPORT | Conor Smith – (585) 869-6075

RMA | (800) 333-0498

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<Knoxville Police CLEAR Renewal_Clear Order Form_2018-11-14.pdf>

Kenny Miller

From: Kenny Miller
Sent: Wednesday, February 10, 2021 11:43 AM
To: John Morgan; William Wilson
Cc: Brad Cox
Subject: RE: FLOCK Safety

We are currently in the process of buying Flock LPR cameras and I have been talking with them for a while.

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvilletn.gov

From: John Morgan
Sent: Wednesday, February 10, 2021 10:32 AM
To: William Wilson <wwilson@knoxvilletn.gov>; Kenny Miller <kmiller@knoxvilletn.gov>
Cc: Brad Cox <bcox@knoxvilletn.gov>
Subject: FLOCK Safety

Debbie Sharp with Office of Neighborhoods contacted me and said a Chris Jackson with a company called FLOCK Safety has made contact with a few Neighborhood Watch groups promoting their tag reader device and was telling them he is working with KPD and other law enforcement agencies. I made contact with him today and he said he had talked with Will Wilson and Kenny Miller with KPD. I was just trying to find out if he had spoken with either of you and if this is a program that will be used with us or that I need to talk with groups about or answer questions about if contacted?

Thank You,

PO IV John Morgan
Safety Education Unit
Neighborhood Watch Coordinator
Knoxville Police Dept.
(865)215-1519
jmorgan@knoxvilletn.gov

Kenny Miller

From: Kenny Miller
Sent: Friday, February 05, 2021 10:58 AM
To: Penny Owens
Subject: Flock Cameras

Do you have any updates on the Flock LPR contract?

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvilletn.gov

Kenny Miller

From: Valerie Tanguay-Masner
Sent: Friday, January 22, 2021 11:54 AM
To: Eve Thomas; Kenny Miller
Subject: RE: Federal Grant Regulation Update

Chief,

I don't believe this would apply to Flock, but I can't confirm this. The links that have been provided take you to the Performance.gov site and there is no other link that directs us to Section 889 as per the announcement. I have sent a message to the COPS Resource Center asking for clarification of this announcement and if/how it might pertain to Flock.

I'll keep you posted.

Val

From: Eve Thomas
Sent: Friday, January 22, 2021 11:36 AM
To: Kenny Miller <kmiller@knoxvilletn.gov>; Valerie Tanguay-Masner <VTanguay-Masner@knoxvilletn.gov>
Subject: FW: Federal Grant Regulation Update

Do our Flock cameras fall in this category?

Chief Eve M. Thomas
Knoxville Police Department
800 Howard Baker Ave.
Knoxville, TN 37915
Office: (865)215-7229

"The first responsibility of a leader is to define reality. The last is to say Thank You. In between, the leader is a servant."

From: Office of Community Oriented Policing Services (COPS) [<mailto:copsdonotreply@service.govdelivery.com>]
Sent: Friday, January 22, 2021 10:53 AM
To: Eve Thomas <ethomas@knoxvilletn.gov>
Subject: Federal Grant Regulation Update



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

Dear COPS Office Recipient:

This email is to notify you of an update to federal grant requirements that may affect spending on certain telecommunications and video surveillance services or equipment under your COPS Office award(s).

On August 13, 2020, the federal grant regulation which governs your award, 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, was updated to include requirements under the National Defense Authorization Act (NDAA) of Fiscal Year 2019, Pub. L. No. 115—232. As of this update, all recipients and subrecipients are prohibited from using award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment is unallowable. 2. C.F.R. § § 200.216 & 471. The prohibition applies to all charges as of August 13, 2020 made to all existing awards.

For additional information, please review the frequently asked questions available at [Sec. 889 of the 2019 NDAA FAQ for Grants and Loans](#).

Additional helpful information on protecting supply chains is available from the National Counterintelligence and Security Center at the following links:

- [Supply Chain Risk Management Best Practices](#)
- [More Information Resources on Supply Chain Threats](#)

If you have any questions, please contact the COPS Office Response Center at 800-421-6770 or email at askCopsRC@usdoj.gov.



You have received this email because you have requested [Community Policing Dispatch](#) updates from the U.S. Department of Justice's [Community Oriented Policing Services \(COPS\) Office](#). Your subscription information may not be used for any other purposes.

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This email was sent to ethomas@knoxvilletn.gov using GovDelivery Communications Cloud on behalf of: Office of Community Oriented Policing Services (COPS) · 145 N St, NE · Washington, DC 20530 · 800-421-6770

Kenny Miller

From: Kenny Miller
Sent: Monday, January 11, 2021 5:45 AM
To: Penny Owens
Subject: Flock Contract

Penny,

Can you give me a call today at 384-4210. I had a couple of questions about the Flock contract.

Thanks

Sent from my iPhone

Kenny Miller

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Wednesday, December 30, 2020 4:44 PM
To: Kenny Miller
Subject: Sole Source
Attachments: Flock Safety - Sole Source.docx

DC Miller,

Please see attached sole source.

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com



Learn how this neighborhood caught a drive-by shooter - [READ THE CASE STUDY HERE](#)

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Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Ability to integrate with existing 500+ camera network across TN
- Free access to Nationwide Flock TALON database
- Direct integration with Axon Evidence.com
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Privacy controls to enable certain vehicles to “opt-out” of being captured on film
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution



Garrett Langley
CEO, Flock Safety

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FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer: City of Knoxville, TN. Polic	Contact Name: DC Kenny Miller
Address: 800 Howard Baker Jr. Ave, Knoxville, TN 37915	Phone: 8653844 E-Mail: kmiller@knoxvilletn.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 Renewal Term: 12 Months	Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions
---	---

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	\$2,500.00	8	\$20,000.00

Year 1 Total \$20,000.00

Recurring Total: 20000

Flock Group Inc.
Today's Date - Dec 30, 2020
This proposal expires in 30 days.

Order Form
Knoxville, TN. PD

0066g00002E094VAAR

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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: <i>Alex Latraverse</i>	By:
Name: Alex Latraverse	Name:
Title: _ VP of Growth	Title: _
Date: 12/30/2020	Date:

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Flock Group Inc.

Today's Date - Dec 30, 2020

This proposal expires in 30 days.

Order Form

Knoxville, TN. PD

0066g00002E094VAAR

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into 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 police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

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2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End 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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated

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Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency’s Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock’s Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock’s access in the preceding sentence, which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock’s price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services,

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or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Tennessee, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys’ fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency’s Installation Obligations, or otherwise from Agency’s use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform

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hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing,

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development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. OMITTED

5.4 No-Fee Term Access. Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for 30 days (“No Fee Term”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “Initial Term”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the

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contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation

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Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. OMITTED

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF TENNESSEE.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official

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duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. OMITTED

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

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10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Kenny Miller

From: Kenny Miller
Sent: Wednesday, December 30, 2020 3:13 PM
To: David Powell; Valerie Tanguay-Masner
Subject: FW: Nicklaus Bloom sent you "Knoxville, TN. PD: Project Prove It" via PandaDoc

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvilletn.gov

From: Nicklaus Bloom via PandaDoc [mailto:docs@email.pandadoc.com]
Sent: Wednesday, December 30, 2020 3:05 PM
To: Kenny Miller <kmiller@knoxvilletn.gov>
Subject: Nicklaus Bloom sent you "Knoxville, TN. PD: Project Prove It" via PandaDoc

Nicklaus Bloom sent you "Knoxville, TN. PD: Project Prove It". DC Miller, Please see attached form for the 8 cameras. We have the 60 day Project Prove It on there for you. Please send me the signed PO # when you can. Best, Nick Open the document via <https://app.pandadoc.com/document/787c698938ba85535d448a8531ce5d8cb08bb8e4> Forward <https://app.pandadoc.com/document/787c698938ba85535d448a8531ce5d8cb08bb8e4?tool=forward> -- PandaDoc is an application to send, track, annotate, and sign documents online in a fast, secure, and professional way.

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Nicklaus Bloom sent you "Knoxville, TN. PD: Project Prove It".

DC Miller,

Please see attached form for the 8 cameras. We have the 60 day Project Prove It on there for you. Please send me the signed PO # when you can.

Best,

Nick

OPEN THE DOCUMENT

→ FORWARD



Report spam

PandaDoc is an application to send, track, annotate, and sign documents online in a fast, secure, and professional way.

Kenny Miller

From: Kenny Miller
Sent: Monday, December 28, 2020 4:40 PM
To: Natalie Reyes
Cc: Penny Owens; Stacey Payne
Subject: RE: Follow Up
Attachments: Flock Safety Sole Source- 2020.pdf

I have attached the Sole Source letter. We do not have a requisition because these will be bought by the county through a Homeland Security grant. They will pay for the cameras for the first year.

From: Natalie Reyes
Sent: Monday, December 28, 2020 3:41 PM
To: Kenny Miller <kmiller@knoxvilletn.gov>
Subject: Follow Up

Deputy Chief Miller,

I have followed up with Penny after our phone conversation regarding the agreement for the license reader cameras. While she is waiting on approval from Law for signing the agreement, Purchasing needs a Sole Source Request Letter and a requisition for this purchase.

Please let me know if you have any questions.

Natalie Reyes
Contract Manager
City of Knoxville, Purchasing
865-215-2648

Kenny Miller

From: Stacey Payne
Sent: Wednesday, December 23, 2020 8:03 AM
To: Kenny Miller; Penny Owens
Subject: RE: Waived Installation Fee for End of Year

I am checking with Jenny and Logan of TN HLS over at the County to see if we can secure full approval to take advantage of his offer.

My concern is that due to the holidays we will not have time to gain approval from the federal program manager. Our other potential problem is that all quotes within District 2 are submitted to the federal program manager at the same time, which means we may get our quote in quickly, but if others are still outstanding our quote will remain in a holding pattern until all are received.

If the answer is yes, we will need an official quote from him today, preferably by noon if not earlier.

Standby...

Stacey

Stacey Payne
Planning & Grants Manager
Knoxville Police Department
865-215-7397 (O)
865-215-7412 (F)

From: Kenny Miller
Sent: Tuesday, December 22, 2020 6:18 PM
To: Stacey Payne; Penny Owens
Subject: Fwd: Waived Installation Fee for End of Year

Thoughts?

Sent from my iPhone

Begin forwarded message:

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Date: December 22, 2020 at 3:44:07 PM EST
To: Kenny Miller <kmiller@knoxvilletn.gov>
Subject: Waived Installation Fee for End of Year

DC Miller,

Good Afternoon! I know you have finance working on everything, and as we are closing the books on 2020, we are looking to help expand projects for our customers. I got approval to waive your installation fee, so we could add another camera for you, with a total price being \$22,500. Or remain at the 8 cameras, with the price moving to \$20,000. This runs through the 31st, so please let me know if you anticipate them having everything approved by then.

Thank you!



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Kenny Miller

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Nicklaus Bloom
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Kenny Miller

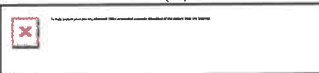
From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Friday, December 18, 2020 9:23 AM
To: Kenny Miller
Subject: Re: Following Up

DC Miller,

I appreciate the update. Let me know when they send those over, and we can get them done ASAP.



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com



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On Fri, Dec 18, 2020 at 8:01 AM Kenny Miller <kmiller@knoxvilletn.gov> wrote:

I spoke with purchasing yesterday and they may make a few, minor change requests to the contract. We are slowly moving forward, my apologies for the delay.

Deputy Chief Kenny Miller

Knoxville Police Department

kmiller@knoxvilletn.gov

From: [Nick Bloom](#)
Sent: Thursday, December 17, 2020 12:34 PM
To: [Kenny Miller](#)
Subject: Re: Following Up

Good Afternoon DC Miller!

Just following up with my weekly check in, hoping purchasing had reviewed everything. Let me know if there is anything that needs updating.

Best,

Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com



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On Thu, Dec 10, 2020 at 9:07 AM Nick Bloom <nicklaus.bloom@flocksafety.com> wrote:

DC Miller,

Good Morning! I hope all is well with you and the team. I wanted to follow up and see if there had been any further discussions on the order forms? Let me know if there is anything that needs to be adjusted, and we can have that done ASAP.

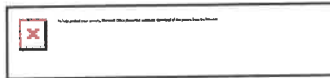
Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com



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Kenny Miller

From: Kenny Miller
Sent: Thursday, December 10, 2020 10:23 AM
To: Nick Bloom
Subject: RE: Following Up

I am still waiting on City Purchasing to sign off on the contract. Once that is done we will get our first order of 8 installed. My apologies for the delay. We will likely get an additional 9 installed around next May.

Deputy Chief Kenny Miller
Knoxville Police Department
kmiller@knoxvillekn.gov

From: [Nick Bloom](#)
Sent: Thursday, December 10, 2020 10:07 AM
To: [Kenny Miller](#)
Subject: Following Up

DC Miller,

Good Morning! I hope all is well with you and the team. I wanted to follow up and see if there had been any further discussions on the order forms? Let me know if there is anything that needs to be adjusted, and we can have that done ASAP.

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Kenny Miller

From: Kenny Miller
Sent: Thursday, December 03, 2020 1:01 PM
To: Mike Venable
Subject: RE: Knoxville + Flock Safety

Nick is been great to work with, Thank You

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvilletn.gov

From: Mike Venable [mailto:mike.venable@flocksafety.com]
Sent: Thursday, December 03, 2020 8:01 AM
To: Kenny Miller
Subject: Knoxville + Flock Safety

Hello Deputy Chief Miller!

Per a brief introduction, my name is Mike Venable and I'm the Director of Sales of the Law Enforcement Team at Flock Safety. I understand your team has been working with Nick Bloom on my team to evaluate the Flock LPR system and I simply want to thank you for your interest and extend myself as an additional resource. From what I understand, we have a chance to make you a customer in 2020, and we are excited about that opportunity! If there's anything I can do to make sure that happens, please let me know.

My mission at Flock is to build a team to better support law enforcement across the country. The part of the job I enjoy most is speaking with, and learning from, our customers. You're in great hands with Nick, but if there's ever anything I can do from a leadership perspective, don't hesitate to reach out. Thanks again for your interest in Flock and have a great day!

Respectfully,



Mike Venable
Regional Director of Sales

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706.388.2054 | mike.venable@flocksafety.com



"Neighborhoods use
license plate camera
to catch suspects"

As seen on

KNOX

Do you mind giving us a review? [Click here!](#)

Kenny Miller

From: Kenny Miller
Sent: Thursday, December 03, 2020 12:27 PM
To: Stacey Payne
Subject: Re: Fixed LPR Camera System - PSN 3

My bad, 384-4210

Sent from my iPhone

On Dec 3, 2020, at 11:46 AM, Stacey Payne <spayne@knoxvilletn.gov> wrote:

That cell was answered by someone named Lauren...

Stacey

Stacey Payne
Planning & Grants Manager
Knoxville Police Department
865-215-7397 (O)
865-215-7412 (F)

From: Kenny Miller
Sent: Thursday, December 03, 2020 11:38 AM
To: Stacey Payne
Cc: Michael Earlywine
Subject: Re: Fixed LPR Camera System - PSN 3

My cell 384-4310

Sent from my iPhone

On Dec 3, 2020, at 11:37 AM, Kenny Miller <kmiller@knoxvilletn.gov> wrote:

Stacey, can you call me?

Sent from my iPhone

On Dec 2, 2020, at 10:59 AM, Stacey Payne <spayne@knoxvilletn.gov> wrote:

We are now ready to move forward with the purchase of the Fixed LPR Camera System under this grant. I have copied DC Miller on this email as I know he has been researching moving the agency to the FLOCK system.

Once I have a quote on the system you want I can move forward in processing the purchase. If it is FLOCK I already have a sole source letter from them.

Let me know if you have any questions.

Stacey

Stacey Payne
Planning & Grants Manager
Knoxville Police Department
865-215-7397 (O)
865-215-7412 (F)

Kenny Miller

From: Kenny Miller
Sent: Thursday, November 26, 2020 10:01 AM
To: Penny Owens
Cc: Valerie Tanguay-Masner
Subject: FW: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc
Attachments: Knoxville, TN. PD_ Falcon.pdf

We are in the process of securing 8 License Plate Reader Cameras with grant money. Would you please review the attached contract and let me know if you have any questions?

Thanks,

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvilletn.gov

From: Nick Bloom [mailto:nicklaus.bloom@flocksafety.com]
Sent: Monday, November 23, 2020 7:12 PM
To: Kenny Miller
Cc: Nicklaus Bloom
Subject: Re: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc

Here you go! Sorry for the delay!



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Nov 23, 2020 at 4:38 PM Kenny Miller <kmiller@knoxvilletn.gov> wrote:

I cannot open this document, can you resend?

Deputy Chief Kenny Miller

Knoxville Police Department

(865)215-7339

kmiller@knoxvilletn.gov

From: Nicklaus Bloom via PandaDoc [mailto:docs@email.pandadoc.com]
Sent: Monday, November 23, 2020 3:40 PM
To: Kenny Miller
Subject: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc

Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon". DC Miller, Please see attached 60 Day Project Prove It order form for your 8 cameras. I used the agreed terms and conditions from Knox County, so feel free to review and let me know if we need to update anything. Invoicing is done separate from the Order, so when this is executed, I can speak to my billing department to adjust the invoices to match your needs with the grant, and the department budget funds. Please let me know if you have any questions. Best, Nick Open the document via <https://app.pandadoc.com/document/ad236d51d4ac0db2a505d1c44f3c64f1cfcc5d9b> Forward <https://app.pandadoc.com/document/ad236d51d4ac0db2a505d1c44f3c64f1cfcc5d9b?tool=forward> -- PandaDoc is an application to send, track, annotate, and sign documents online in a fast, secure, and professional way.

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Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon".

DC Miller,

Please see attached 60 Day Project Prove It order form for your 8 cameras. I used the agreed terms and conditions from Knox County, so feel free to review and let me know if we need to update anything. Invoicing is done separate from the Order, so when this is executed, I can speak to my billing department to adjust the invoices to match your needs with

the grant, and the department budget funds.
Please let me know if you have any questions.

Best,

Nick

OPEN THE
DOCUMENT

→
FORWARD



Report spam

PandaDoc is an application to send, track,
annotate, and sign documents online in a
fast, secure, and professional way.

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FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: Knoxville, TN. PD	Contact Name: DC Kenny Miller
Address: 800 Howard Baker Jr. Ave, Knoxville, TN 37915	Phone: 8652157339 E-Mail: kmiller@knoxvilletn.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 Months Renewal Term: 12 Months	Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Flock Falcon Camera Camera for evidence + real-time alerts to police. Used for high traffic and entrances / exits.	\$2,500.00	8	\$20,000.00
Implementation Fee Camera Implementation Fee	\$250.00	8	\$2,000.00

Flock Group Inc.
Today's Date - Nov 23, 2020
This proposal expires in 30 days.

Order Form
Knoxville, TN. PD: Falcon
3218095043

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(Includes one-time fees)

Year 1 Total **\$22,000.00**

Recurring Total: \$20,000

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: <i>Alex Latraverse</i>	By:
Name: Alex Latraverse	Name:
Title: _ VP of Growth	Title: _
Date: 11/23/2020	Date:

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into 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 police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

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2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End 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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated

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Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services,

flock safety

or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Tennessee, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys’ fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency’s Installation Obligations, or otherwise from Agency’s use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform

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hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing,

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development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. OMITTED

5.4 No-Fee Term Access. Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for 30 days (“No Fee Term”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “Initial Term”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the

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contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation

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Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. OMITTED

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF TENNESSEE.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official

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duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. OMITTED

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

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10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Kenny Miller

From: Nicklaus Bloom <nicklaus.bloom@flocksafety.com>
Sent: Tuesday, November 24, 2020 11:28 AM
To: Kenny Miller
Subject: Re: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc

No sir! Unlimited user licenses, to build into MDTs, dispatch, and stationary computers in the department.

Sent from my iPhone

On Nov 24, 2020, at 11:22 AM, Kenny Miller <kmiller@knoxvilletn.gov> wrote:

Is there any limits on how many officers can access and query Flock databases or receive alerts from Flock cameras.

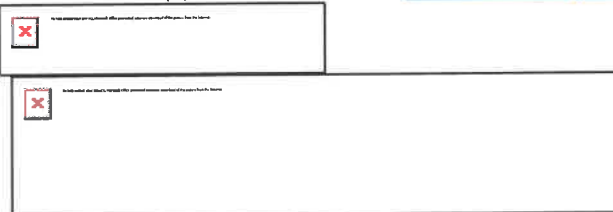
Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvilletn.gov

From: Nick Bloom [mailto:nicklaus.bloom@flocksafety.com]
Sent: Monday, November 23, 2020 7:12 PM
To: Kenny Miller
Cc: Nicklaus Bloom
Subject: Re: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc

Here you go! Sorry for the delay!



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com



Learn how this neighborhood caught a drive-by shooter - [READ THE CASE STUDY HER](#)

On Mon, Nov 23, 2020 at 4:38 PM Kenny Miller <kmiller@knoxvilletn.gov> wrote:

I cannot open this document, can you resend?

Deputy Chief Kenny Miller

Knoxville Police Department

(865)215-7339

kmiller@knoxvilletn.gov

From: Nicklaus Bloom via PandaDoc [mailto:docs@email.pandadoc.com]
Sent: Monday, November 23, 2020 3:40 PM
To: Kenny Miller
Subject: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc

Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon". DC Miller, Please see attached 60 Day Project Prove It order form for your 8 cameras. I used the agreed terms and conditions from Knox County, so feel free to review and let me know if we need to update anything. Invoicing is done separate from the Order, so when this is executed, I can speak to my billing department to adjust the invoices to match your needs with the grant, and the department budget funds. Please let me know if you have any questions. Best, Nick Open the document via

<https://app.pandadoc.com/document/ad236d51d4ac0db2a505d1c44f3c64f1cfcc5d9b>

Forward

<https://app.pandadoc.com/document/ad236d51d4ac0db2a505d1c44f3c64f1cfcc5d9b?tool=forward> -- PandaDoc is an application to send, track, annotate, and sign documents online in a fast, secure, and professional way.



Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon".

DC Miller,

Please see attached 60 Day Project Prove It

order form for your 8 cameras. I used the agreed terms and conditions from Knox County, so feel free to review and let me know if we need to update anything. Invoicing is done separate from the Order, so when this is executed, I can speak to my billing department to adjust the invoices to match your needs with the grant, and the department budget funds. Please let me know if you have any questions.

Best,

Nick

OPEN THE
DOCUMENT


FORWARD



Report spam

PandaDoc is an application to send, track, annotate, and sign documents online in a fast, secure, and professional way.



Kenny Miller

From: Kenny Miller
Sent: Monday, November 23, 2020 4:20 PM
To: Ronald Mills
Subject: RE: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc

It is for 8 License Plate Reader Cameras and it is being paid for with grant money. The Homeland Security Grant was approved by council for an LPR system.

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxville.tn.gov

From: Ronald Mills
Sent: Monday, November 23, 2020 4:15 PM
To: Kenny Miller
Cc: Valerie Tanguay-Masner
Subject: Re: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc

What is this for, and has it gone through Purchasing?

Sent from my iPhone

On Nov 23, 2020, at 4:12 PM, Kenny Miller <kmiller@knoxville.tn.gov> wrote:

Ron,

Can you look this contract over and let me know if you have any concerns?

Thanks,

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxville.tn.gov

From: Nicklaus Bloom via PandaDoc [<mailto:docs@email.pandadoc.com>]
Sent: Monday, November 23, 2020 3:40 PM
To: Kenny Miller
Subject: Nicklaus Bloom sent you "Knoxville, TN. PD: Falcon" via PandaDoc

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Forward

<https://app.pandadoc.com/document/ad236d51d4ac0db2a505d1c44f3c64f1cfcc5d9b?tool=forward> -- PandaDoc is an application to send, track, annotate, and sign documents online in

a fast, secure, and professional way.

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Best,

Nick

OPEN THE
DOCUMENT

→
FORWARD



Report spam

PandaDoc is an application to send, track, annotate, and sign documents online in a fast, secure, and professional way.

Kenny Miller

From: Kenny Miller
Sent: Monday, November 23, 2020 9:51 AM
To: Valerie Tanguay-Masner
Subject: FW: Following Up

FYI, I have asked for two invoices, one for 21,300.00 and a second for 700.00. He is going to throw in two months for free so we would get them for fourteen months.

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvilletn.gov

From: Nick Bloom [mailto:nicklaus.bloom@flocksafety.com]
Sent: Monday, November 23, 2020 9:29 AM
To: Kenny Miller
Cc: Chris McCarter; William Wilson
Subject: Re: Following Up

Good Morning!

Please see link for 2 year quote for the cameras.

https://app.hubspot.com/quotes/WHNGRbbdVs_nqxLl

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Nov 23, 2020 at 9:22 AM Nick Bloom <nicklaus.bloom@flocksafety.com> wrote:

Good Morning!

Let me send that right over to you. The PPI will be no issue, I can get that approved for 60 days.

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Nov 23, 2020 at 9:16 AM Kenny Miller <kmiller@knoxvilletn.gov> wrote:

Nick,

I have the sole source letter but I still need the quote for 8 cameras. We would like to take advantage of Project prove it for a couple of months if possible. Can I have a 12 month and 24 month quote?

Thanks,

Deputy Chief Kenny Miller

Knoxville Police Department

(865)215-7339

kmiller@knoxvilletn.gov

From: Nick Bloom [mailto:nicklaus.bloom@flocksafety.com]

Sent: Wednesday, November 11, 2020 1:48 PM

To: Kenny Miller

Cc: Chris McCarter; William Wilson

Subject: Re: Following Up

DC Miller,

I appreciate the update here. Is there anything I can provide, or breakdown for you in regards to cost of ownership/lease? Let me know how I can assist.

Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Wed, Nov 11, 2020 at 7:47 AM Kenny Miller <kmiller@knoxvilletn.gov> wrote:

We are still very interested, but we are still looking at long term costs. Hopefully we will have more answers for you in the near term.

Deputy Chief Kenny Miller

Knoxville Police Department

(865)215-7339

kmiller@knoxvilletn.gov

From: Chris McCarter
Sent: Monday, November 09, 2020 12:06 PM
To: Nick Bloom
Cc: William Wilson; Kenny Miller
Subject: Re: Following Up

Thanks for the follow up Nick. I am going to copy Chief Miller on this e-mail as well, as he would be the one to speak with about the status of moving forward with a trial run with Flock. If you have any questions please let me know. Thanks again,

Lt Chris McCarter

Knoxville Police Department

Patrol Division Support Services

865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Monday, November 9, 2020 12:00 PM
To: Chris McCarter <cbmccarter@knoxvillekn.gov>; William Wilson <wwilson@knoxvillekn.gov>
Subject: Following Up

Good Afternoon!

I hope all is well and you had a great weekend. I wanted to follow up and see if there had been any movement, or internal discussion on the Flock Cameras, and moving forward with a Project Prove It trial?

Let me know a good time to connect and talk.

Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into 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 police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

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1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

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2.4 Usage Restrictions. The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“Permitted Purpose”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End 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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing

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foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

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3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

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Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera

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offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

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6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

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LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

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9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

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Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Kenny Miller

From: Kenny Miller
Sent: Tuesday, November 17, 2020 7:31 AM
To: William Wilson
Subject: RE: Follow up on Covert Camera

We have not made a final decision and the purchase is on hold. We are looking at the recurring cost on Flock before we make that final decision.

Thanks,

Deputy Chief Kenny Miller
Knoxville Police Department
kmiller@knoxvilletn.gov

From: [William Wilson](#)
Sent: Thursday, November 12, 2020 11:47 PM
To: [Kenny Miller](#)
Subject: FW: Follow up on Covert Camera

Evening Chief,

Is there anything I need to advise Vigilant? If we are going to go with Flock I can let them know.

Thanks,
Will

From: Drayton Hughes [mailto:dhughes@vettedsecuritysolutions.com]
Sent: Thursday, November 12, 2020 11:16 AM
To: William Wilson <wwilson@knoxvilletn.gov>
Subject: Follow up on Covert Camera

Hey Lt. Wilson,

I had a note to check back in this week and see how things are progressing with the Covert Camera purchase. Do you guys need anything from me?

At this point all I need is a signed P.O. from you guys and we can start the customer build.

Thanks,
Drayton



Drayton Hughes
Sales Engineer **Vetted Security Solutions**

931-255-1046:

dhughes@vettedsecuritysolutions.com:

www.vettedsolution.com:





**EMERGENCY MANAGEMENT
EQUIPMENT**



CCTV & SURVEILLANCE



**CITYWIDE PARKING SYSTEMS
AND SPEEDFLAW COLLECTION**



**AUTOMATED LICENSE PLATE
RECOGNITION**

Kenny Miller

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Wednesday, November 11, 2020 1:48 PM
To: Kenny Miller
Cc: Chris McCarter; William Wilson
Subject: Re: Following Up

DC Miller,

I appreciate the update here. Is there anything I can provide, or breakdown for you in regards to cost of ownership/lease? Let me know how I can assist.

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Learn how this neighborhood caught a drive-by shooter - [READ THE CASE STUDY HERE](#)

On Wed, Nov 11, 2020 at 7:47 AM Kenny Miller <kmiller@knoxvilletn.gov> wrote:

We are still very interested, but we are still looking at long term costs. Hopefully we will have more answers for you in the near term.

Deputy Chief Kenny Miller

Knoxville Police Department

(865)215-7339

kmiller@knoxvilletn.gov

From: Chris McCarter
Sent: Monday, November 09, 2020 12:06 PM
To: Nick Bloom
Cc: William Wilson; Kenny Miller
Subject: Re: Following Up

Thanks for the follow up Nick. I am going to copy Chief Miller on this e-mail as well, as he would be the one to speak with about the status of moving forward with a trial run with Flock. If you have any questions please let me know. Thanks again,

Lt Chris McCarter

Knoxville Police Department

Patrol Division Support Services

865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>
Sent: Monday, November 9, 2020 12:00 PM
To: Chris McCarter <cbmccarter@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>
Subject: Following Up

Good Afternoon!

I hope all is well and you had a great weekend. I wanted to follow up and see if there had been any movement, or internal discussion on the Flock Cameras, and moving forward with a Project Prove It trial?

Let me know a good time to connect and talk.

Best,



Nicklaus Bloom

Team Lead: Police Sales

603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Kenny Miller

From: Kenny Miller
Sent: Thursday, October 22, 2020 12:51 PM
To: Donald Jones
Cc: Chris McCarter; Stacey Payne; Rick Eastridge; William Wilson; Nathanael Skellenger; Ronald Green
Subject: Re: Flock Meeting summary

Thanks

Sent from my iPhone

On Oct 22, 2020, at 12:43 PM, Donald Jones <djones@knoxvilletn.gov> wrote:

Thanks Chris.

Capt Don Jones
Patrol Division Captain
Knoxville Police Department
865-215-7207

On Oct 22, 2020, at 12:36 PM, Chris McCarter <cbmccarter@knoxvilletn.gov> wrote:

Sir, Mr. Bloom from Flock stated he would e-mail a sole source letter to me. I asked him to copy you on the letter as well. The high points from the meeting are as follows:

- Each camera would cost \$2500 per year. This would be a recurring cost. There would be a onetime installation charge of \$250 per camera if I am correct. There would be a onetime replacement for each camera if it is damaged by a vandalism or act of God. After that there is a \$350-\$500 replacement fee for each camera. If a multi-year contract is signed there are automatic camera replacements after year 3. All software upgrades are included. Flock offers discounts on multi-year contracts if a portion of the fee is paid up front. How much depends on the length of the contract and the amount paid up front.
- The cameras are pole mounted. They are mounted on either existing poles or poles installed by Flock. We can be trained to move the cameras ourself or pay Flock to do so. Bloom recommended moving them ourself.
- Flock cameras have the capability to read make, model, and color of a vehicle, as well as tag data. They record temp tags and even vehicles with no tag.

- As part of the contract we would have access to data from any camera, nationwide, who is a part of the Flock network. This includes other law enforcement agencies and privately owned cameras, such as those owned by a homeowner's association. Live feed I.P. cameras, such as those utilized by KCDC, P.B.A., or even private companies such as Wal-Mart can be incorporated into the Flock network with permission of the owner of the camera and payment of a fee. I believe the fee was \$39 a month. This could be paid by either the owner or law enforcement agency.
- There can be an unlimited number of users for the agency. Each of our officers can have a Flock account where they can receive live "hits" on vehicles either entered into NCIC or that we enter ourself. Each officer can narrow or expand the scope of hits they want to receive. Each officer could narrow the hits to cameras (public and our cameras) within a certain distance from their beat, or city of district wide. They would receive the hits via e-mail, text, or on the Flock website. They could run the Flock website in the background on Chrome on their laptops.
- The data captured by the cameras is stored for 30 days. If the data is uploaded to Evidence.com then the data stays for as long as state law allows, which I believe is 90 days. They are checking to see if we would have to delete the data from Evidence.com or if it can be deleted automatically. We would have the capability to enter our own data for hits, as well as NCIC data. If we were looking for a red Chevrolet pickup truck that was a suspect in home burglaries, we could enter that data.
- As part of Flock's partnership with Axon, Once the "3rd gen" Axon software takes effect sometime early next year, each of our dash cameras would submit tag and vehicle information it captures to the Flock database. This would have the effect of turning every police vehicle with a dash camera into a mobile tag reader.
- Flock would provide training to our officers on how to use the software as part of our contract.
- Flock offers a free demo, which is typically 30-60 days. At the end of the demo if we want to sign a contract, they leave the cameras in place.
- Flock is currently also looking at adding shot detection software to their cameras which will detect and notify us of shots fired near their cameras. They are also looking to add erratic driving detection and crash detection capability to their cameras. If a camera, or cameras, detected a vehicle driving erratically, or detected a crash, then we would be notified. They are hoping these capabilities are functional next year. These would be add-on features for an additional cost.

Please let me know if there are any questions. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

Kenny Miller

From: Kenny Miller
Sent: Wednesday, October 21, 2020 3:31 PM
To: Chris McCarter
Subject: FW: HLS - LPR
Attachments: Revised Covert Vetted Quote - 0Q03u0000019Viu (1).pdf

Chris,

Let's see if we can obtain a sole source letter from FLOCK which addresses their relationship with AXON. As we move forward with Axon in-car cameras their LPR Capability will exponentially increase our impact in the LPR arena at a fraction of the cost to those we serve.

Thanks,

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvilletn.gov

From: Stacey Payne
Sent: Wednesday, October 21, 2020 7:58 AM
To: Kenny Miller; David Powell; William Wilson
Subject: HLS - LPR

Good morning;

I know there was a lot of discussion between purchasing the LPR through Vigilant or Flock utilizing the HLS grant funds and I believe we decided to go with Flock. To move this process along we need to secure 3 quotes for the system we want and send them to the program manager ASAP. She cannot turn in the rest of our regions requests to the Feds until she has everyone's quotes.

I have attached the quote from Vetted dated 8/17/2020; however, this quote expired on 9/17/2020. If we are still going in this direction we will need a new quote from them.

Should you have any questions please do not hesitate to reach out to either myself or Val.

Thank you,

Stacey

Stacey Payne
Planning & Grants Manager
Knoxville Police Department

865-215-7397 (O)

865-215-7412 (F)

Kenny Miller

From: Kenny Miller
Sent: Monday, October 12, 2020 12:27 PM
To: Nick Bloom; Chris McCarter
Cc: William Wilson
Subject: RE: Meeting

Nick,

I will look you up at TACP.

Deputy Chief Kenny Miller
Knoxville Police Department
(865)215-7339
kmiller@knoxvillekn.gov

From: Nick Bloom [mailto:nicklaus.bloom@flocksafety.com]
Sent: Monday, October 12, 2020 11:21 AM
To: Chris McCarter
Cc: Kenny Miller; William Wilson
Subject: Re: Meeting

10am at your office?



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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On Mon, Oct 12, 2020 at 10:13 AM Chris McCarter <cbmccarter@knoxvillekn.gov> wrote:

Tuesday the 20th is good for me. Thanks,

Lt Chris McCarter
Knoxville Police Department
Patrol Division Support Services
865-215-7288

From: Nick Bloom <nicklaus.bloom@flocksafety.com>

Sent: Monday, October 12, 2020 11:11 AM

To: Kenny Miller <kmiller@knoxvilletn.gov>; William Wilson <wwilson@knoxvilletn.gov>; Chris McCarter <cbmccarter@knoxvilletn.gov>

Subject: Meeting

Good Morning Gentlemen,

With the TACP conference this week, I can't make it to Knoxville till next week. My hope is that DC Miller can come by the booth this week, and we can talk for a bit about the Axon integration, our new TALON police plate database, and integration with the surrounding PDs in greater Knoxville. I would like to do that, then come next Tuesday the 20th to meet with Lt. McCarter and Wilson, as a follow up to the TACP meeting, and demo for the software.

Does that work for everyone?

Best,



Nicklaus Bloom
Team Lead: Police Sales
603.213.1275 (c) 615.257.6987 (o) | nick@flocksafety.com

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Learn how this neighborhood caught a drive-by shooter - [READ THE CASE STUDY HERE](#)

Kenny Miller

From: Kenny Miller
Sent: Thursday, July 23, 2020 1:34 PM
To: Hubbs, Robert
Subject: RE: Flock License Plate Reader lunch and learn invitation this Thursday 10:30 - Noon

Bobby, We are currently contracted with Vigilant LPR and are pleased with the product. In fact, we have recently purchased some equipment. Thanks for the invite though.

From: Hubbs, Robert [mailto:rhubbbs@oakridgetn.gov]
Sent: Tuesday, July 21, 2020 10:28 AM
To: Kenny Miller <kmiller@knoxvilletn.gov>; Anthony Willis <awillis@knoxvilletn.gov>; Jonne Crick <jcrick@knoxvilletn.gov>; Michael Earlywine <mearlywine@knoxvilletn.gov>
Subject: Flock License Plate Reader lunch and learn invitation this Thursday 10:30 - Noon

I was asked by our Flock LPR representative to invite you to a Lunch and Learn (or send someone) to see how Flock LPRs work. We have been using them for a year at ORPD and have made dozens of arrests and stolen vehicle recoveries.

Maryville, Alcoa, Clinton, Anderson County have joined on the Flock LPR network and will be sharing LPR Info with each other. It would be great to get Knoxville and Knox County to participate. Even if you get a few LPRs you would be part of a larger area shared network that is growing. I share access already with KPD and Knox County and they are using them to solve some of their cases.

Each reader costs \$2500 per year and Flock installs and maintains them for you. We have 14 in Oak Ridge and have several on entrances and exits to the city. We also have been moving ours around to crime hotspots (Walmart, drug complaints etc.). They are small and run on a solar panel.

If you can come it is a good time to see how it works and ask for a demo. Our hope is to further develop the metro Knoxville network and solve more area cases.

Bobby

Embassy Suites by Hilton Knoxville West, 9621 Parkside Dr, Knoxville, TN 37922, USA

Thursday

7/23

1030 - Noon

Electronic communications with officials and employees of the City are subject to Tennessee's Public Records Act.

Kenny Miller

From: Kenny Miller
Sent: Tuesday, July 21, 2020 10:48 AM
To: Donald Jones; Chris McCarter; Jeff Pappas; William Wilson
Subject: FW: Flock License Plate Reader lunch and learn invitation this Thursday 10:30 - Noon

What are your thoughts?

From: Hubbs, Robert [mailto:rhubbbs@oakridgetn.gov]
Sent: Tuesday, July 21, 2020 10:28 AM
To: Kenny Miller <kmiller@knoxvilletn.gov>; Anthony Willis <awillis@knoxvilletn.gov>; Jonne Crick <jcrick@knoxvilletn.gov>; Michael Earlywine <mearlywine@knoxvilletn.gov>
Subject: Flock License Plate Reader lunch and learn invitation this Thursday 10:30 - Noon

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Bobby

Embassy Suites by Hilton Knoxville West, 9621 Parkside Dr, Knoxville, TN 37922, USA

Thursday

7/23

1030 - Noon

Electronic communications with officials and employees of the City are subject to Tennessee's Public Records Act.

Kenny Miller

From: Kenny Miller
Sent: Thursday, August 15, 2019 8:42 AM
To: Cynthia Gass; Eve Thomas; Ronald Green
Subject: RE: Missed Call - Flock Safety

To my knowledge, no one on my end has endorsed Flock. We are currently all-in with Vigilant's LPR system due to their expansive database. Vigilant was just bought by Motorola and they are very expensive.

Deputy Chief Kenny Miller
Knoxville Police Department
Patrol Commander
(865)215-7548

From: Cynthia Gass
Sent: Thursday, August 15, 2019 8:25 AM
To: Eve Thomas; Kenny Miller; Ronald Green
Subject: RE: Missed Call - Flock Safety

Yes, there is a Flock Safety, they were at the TACP vendor show. A Nicklaus Bloom is wanting to do a demo with us. I think they have security cameras and also a License plate reader system.

From: Eve Thomas
Sent: Wednesday, August 14, 2019 8:05 PM
To: Kenny Miller <kmiller@knoxvilletn.gov>; Ronald Green <rgreen@knoxvilletn.gov>; Cynthia Gass <cgass@knoxvilletn.gov>
Subject: Fwd: Missed Call - Flock Safety

Fyi ... I've forwarded the email to Troy...

Eve M Thomas
Knoxville Police Department
Sent from my iPhone

Begin forwarded message:

From: Eve Thomas <ethomas@knoxvilletn.gov>
Date: August 14, 2019 at 8:01:49 PM EDT
To: John Morgan <jmorgan@knoxvilletn.gov>
Cc: Debbie Sharp <dsharp@knoxvilletn.gov>, William Wilson <wwilson@knoxvilletn.gov>
Subject: Re: Missed Call - Flock Safety

I think this may be the company that UT PD May be working with... Sgt Wilson May have been involved in a demo w/them (I'm copying him on this email, but I think he's off the rest of the week)...

Eve M Thomas
Knoxville Police Department
Sent from my iPhone

On Aug 14, 2019, at 1:52 PM, John Morgan <jmorgan@knoxvilletn.gov> wrote:

This must be a scam. I've never heard of this or been approached by this. They even misspelled Wesley so they must be fishing for a response. Thank you for bringing this to my attention in case any of the other groups contact me.

Thank You,

PO IV John Morgan

*Safety Education Unit
Neighborhood Watch Coordinator
Knoxville Police Dept.
(865)215-1519
jmorgan@knoxvilletn.gov*

From: Debbie Sharp <dsharp@knoxvilletn.gov>
Sent: Wednesday, August 14, 2019 12:59:47 PM
To: Eve Thomas <ethomas@knoxvilletn.gov>; John Morgan <jmorgan@knoxvilletn.gov>
Subject: FW: Missed Call - Flock Safety

Hi Chief Thomas and Officer Morgan,

One of our neighborhood organizations forwarded this to us; please see below. This group is implying that they are partnering with KPD. Please let me know if this is valid. Also, we do not allow soliciting of our neighborhood organizations, so if you all are not working with them, I will send them an email asking them to please stop soliciting our neighborhood organizations.

Thank you!

Debbie Sharp
Neighborhood Coordinator
Office of Neighborhoods
865-215-4382

From: D and K Hayward [<mailto:haywardherd@msn.com>]
Sent: Wednesday, August 14, 2019 12:31 PM
To: Debbie Sharp
Subject: Fw: Missed Call - Flock Safety

Hi, Debbie,

I'm forwarding (below) an email I received today (and it followed a phone call) from this organization called "Flock Safety." As you can see, this group implies that it is working with (and endorsed by?) the Knoxville Police Department. (Needless to say, I did NOT click on the email link to supposedly explore this alleged "relationship" with KPD).

I have no interest in talking with these folks under any circumstances, but I hope someone in City government knows that this group is using KPD to market itself. And if it is a scam--or at least NOT endorsed by KPD--I hope some action will be taken to prevent the misrepresentation.

Thanks and best,
Kathy Hayward for the Estates of Wellsley Park HOA

From: William Kittle <william.kittle@flocksafety.com>
Sent: Wednesday, August 14, 2019 11:52 AM
To: haywardherd@msn.com <haywardherd@msn.com>
Subject: Missed Call - Flock Safety

Hey Kathy,

I hope you're doing well! Are you the one I should be speaking with at Estates of Wellsley Park Homeowners Assn., Inc. regarding safety solutions for your community?

We're working with the Knoxville Police and, because of this, Flock Safety is the best option to help make your neighborhood a safer place to live and play. To understand why this relationship is so powerful, [click here](#).

Let me know if you have any questions! If you prefer, you can go ahead and schedule time with me directly using this link:

[William's Calendar](#)

Thanks,



William Kittle
Sales Consultant

flock safe

706.675.5740 | william.kittle@flocksafety.com

Learn how Jersey Village, TX covered their entire city with Flock Safety

READ THE CASE STUDY - [CLICK HERE](#)

As seen on [NBC](#), [FOX](#), [CBS](#), [CNET](#) and more



CITY OF KNOXVILLE
OFFICE OF THE PURCHASING AGENT
P.O. BOX 1631
400 MAIN ST., ROOM 667
KNOXVILLE, TN 37901

Page 1 of 1

Purchase Order	16817
Revision	0

February 5, 2015

Buyer: K Scott

SHIP TO: City of Knoxville
Information Systems
400 Main Street, L141
Knoxville, TN 37902

Issued to:

3M Company
3M Center Bldg 225-5S-08
P.O. Box 33225
St. Paul, MN 55133-3225

BILL TO: City of Knoxville
Information Systems
400 Main Street, L-126
Knoxville, TN 37902

TERMS: Net 30
FOB

Notes: Per Quote for 1-(4) Camera Mobile Maintenance with BOSS dated 10/15 2014. All licenses, warranties and correspondence should be directed to KnoxvilleIT@cityofknoxville.org.

Item	Description	Quantity/ Unit	Price	Total
1	75-0302-1942-4 Annual Maintenance package for 3M BOSS Software (RFS #19508 - KPD)	1 Each	300.00	300.00

2	75-0302-3682-4 Maint Pkg-Mob/Port 4Cam (per car) BO 1 YR (RFS #19508 - KPD)	1 Each	1200.00	1,200.00

TERMS AND CONDITIONS - READ CAREFULLY

1. Normally payment will be made within 30 days unless discount terms state otherwise.
2. The right is reserved to cancel this order if not filled within the contract time.
3. Each shipment should be covered by a separate invoice.
4. The conditions of this order are not to be modified by any verbal understanding.
5. Goods must be billed at price stated on above order.
6. Acceptance of this order includes acceptance of all terms, delivery instructions, specifications and conditions stated on this page and the attached page entitled "Indemnification Clause".
7. IMPORTANT: Invoices and packages must bear this ORDER NUMBER.
8. It is a condition of this order, and it is given upon the express understanding and agreement that in case any article sold and delivered to the City hereunder, shall be protected by any patent or copyright, that the seller shall indemnify and save harmless the City from any judgements, costs, or other expense or loss on account of any such patent or copyright and shall at their own expense defend any suits that might be brought against the City by any person or persons whosoever on account of the use or sale of any patented or copyrighted article purchased by the City in violation or infringement of rights under any such patent or copyright.

PO TOTAL: \$1,500.00

Penny Owens
Asst. Purchasing Agent



CITY OF KNOXVILLE
OFFICE OF THE PURCHASING AGENT
P.O. BOX 1631
400 MAIN ST., ROOM 667
KNOXVILLE, TN 37901

Page 1 of 2

Purchase Order	17179
Revision	1

August 18, 2015

Buyer: K Scott

SHIP TO: Knoxville Police Department
Attn: Karen Mitchell
800 E. Howard Baker, Jr. Ave
Knoxville, TN 37915

Issued to:

3M Company
3M Center Bldg 225-5S-08
P.O. Box 33225
St. Paul, MN 55133-3225

BILL TO: Knoxville Police Department
Attn: Karen Mitchell
800 E. Howard Baker, Jr. Ave
Knoxville, TN 37915

TERMS: Net 30
FOB

Notes: Per State of Tennessee Contract 40233. Shipping Terms-FOB Destination

Item	Description	Quantity/ Unit	Price	Total
1	HAND DELIVERY INCLUDED IN PRICE-No Charge Per Daniel Wilburn.	1 Each	0.00	0.00

2	State Contract purchase 4 Cam Code 3 for <13.25" LB Assembly, product code 75-0302-1814-5 (Included in Price)	1 Each	0.00	0.00

3	State Contract purchase Boss Install/Admin training each BO, product code 75-0302-3696-4 (Included in Price)	1 Each	0.00	0.00

4	State Contract purchase Line 1 ID: 1000124774, Mobile 4-CAMP634-81025-25-16-08-VP, product code 75-0302-2029-9	1 Each	16830.00	16,830.00

TERMS AND CONDITIONS - READ CAREFULLY

1. Normally payment will be made within 30 days unless discount terms state otherwise.
2. The right is reserved to cancel this order if not filled within the contract time.
3. Each shipment should be covered by a separate invoice.
4. The conditions of this order are not to be modified by any verbal understanding.
5. Goods must be billed at price stated on above order.
6. Acceptance of this order includes acceptance of all terms, delivery instructions, specifications and conditions stated on this page and the attached page entitled "Indemnification Clause".
7. IMPORTANT: Invoices and packages must bear this ORDER NUMBER.
8. It is a condition of this order, and it is given upon the express understanding and agreement that in case any article sold and delivered to the City hereunder, shall be protected by any patent or copyright, that the seller shall indemnify and save harmless the City from any judgements, costs, or other expense or loss on account of any such patent or copyright and shall at their own expense defend any suits that might be brought against the City by any person or persons whosoever on account of the use or sale of any patented or copyrighted article purchased by the City in violation or infringement of rights under any such patent or copyright.

Continued



CITY OF KNOXVILLE
OFFICE OF THE PURCHASING AGENT
P.O. BOX 1631
400 MAIN ST., ROOM 667
KNOXVILLE, TN 37901

Page 2 of 2

Purchase Order	17179
Revision	1

August 18, 2015

Buyer: K Scott

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Attn: Karen Mitchell
800 E. Howard Baker, Jr. Ave
Knoxville, TN 37915

Issued to:

3M Company
3M Center Bldg 225-5S-08
P.O. Box 33225
St. Paul, MN 55133-3225

BILL TO: Knoxville Police Department
Attn: Karen Mitchell
800 E. Howard Baker, Jr. Ave
Knoxville, TN 37915

TERMS: Net 30
FOB

Item	Description	Quantity/ Unit	Price	Total
5	State Contract purchase Line 7 ID: 1000163115, Mob/Port Installation Service per car BO, product code 75- 0302-3694-9	2 Each	1800.00	3,600.00
6	State Contract purchase Line 9 10.4" touch screen monitor w/cables pkg. Product Code 75-0302-1976-2	1 Each	2043.00	2,043.00
7	State Contract purchase Line 9, Mobile Misc. Vendor Item Billing Only, product code 75-0302-3120-5	1 Each	405.00	405.00

TERMS AND CONDITIONS - READ CAREFULLY

1. Normally payment will be made within 30 days unless discount terms state otherwise.
2. The right is reserved to cancel this order if not filled within the contract time.
3. Each shipment should be covered by a separate invoice.
4. The conditions of this order are not to be modified by any verbal understanding.
5. Goods must be billed at price stated on above order.
6. Acceptance of this order includes acceptance of all terms, delivery instructions, specifications and conditions stated on this page and the attached page entitled "Indemnification Clause".
7. IMPORTANT: Invoices and packages must bear this ORDER NUMBER.
8. It is a condition of this order, and it is given upon the express understanding and agreement that in case any article sold and delivered to the City hereunder, shall be protected by any patent or copyright, that the seller shall indemnify and save harmless the City from any judgements, costs, or other expense or loss on account of any such patent or copyright and shall at their own expense defend any suits that might be brought against the City by any person or persons whosoever on account of the use or sale of any patented or copyrighted article purchased by the City in violation or infringement of rights under any such patent or copyright.

PO TOTAL: \$22,878.00

Penny Owens
Asst. Purchasing Agent

KNOXVILLE POLICE DEPARTMENT
GENERAL MEMORANDUM

TO: Karisa Scott COK Purchasing Department	DISTRIBUTION: Capt. Don Jones
FROM: Sgt. W. Wilson	
DATE: 02/13/2020	
SUBJECT: License Plate Reader Program Purchase Request 68883	

The software installation and licensing in the attached purchase request memo can only be purchased from Vigilant solutions. This request is to update / modify existing equipment to be compatible with the databases the Police Department has an existing contract with. Vigilant Solutions is the sole source this product can be obtained from.

Please consider Vigilant Solutions as the sole source provider for this update. This is for ongoing maintenance and licensing for equipment and subscriptions for programs that the Knoxville Police Department already has in place.

Pursuant to Section 4.6 of the Procurement Policies & Procedures, approving this as a sole source purchase based on the proprietary nature of the product and the need for compatibility with our existing systems.

Approved 2/24/20
Don Jones
Purchasing Agent

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS

**Policy and Operational Guidance
for Law Enforcement**



This project, conducted by the International Association of Chiefs of Police (IACP), was supported by Grant No. 2007-MU-MU- K004 from the National Institute of Justice. The National Institute of Justice is a component of the U.S. Department of Justice, Office of Justice Programs, which also includes the Bureau of Assistance; the Bureau of Justice Statistics; the Community Capacity Development Office; the Office for Victims of Crime; the Office of Juvenile Justice and Delinquency Prevention; and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART).

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Acknowledgements

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Meghann Casanova
Project Manager

This report was written by David J. Roberts and Meghann Casanova.

The IACP gratefully acknowledges the contributions of numerous law enforcement practitioners who helped to guide initial discussions of the operational use and value of Automated License Plate Recognition (ALPR) systems, and helped structure the research undertaken in this project. In addition, Dale Stockton, retired Captain, Carlsbad Police Department, provided consulting insight and assisted in site visits, which contributed substantially to our research. We also gratefully acknowledge the law enforcement agencies who participated in the survey and those who accommodated follow-up site visits.

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Executive Summary

Law enforcement officers are often searching for vehicles that have been reported stolen, are suspected of being involved in criminal or terrorist activities, are owned by persons who are wanted by authorities, have failed to pay parking violations or maintain current vehicle license registration, and any of a number of other factors. Law enforcement agencies throughout the nation are increasingly adopting automated license plate recognition (ALPR) technologies, which function to automatically capture an image of the vehicle's license plate, transform that image into alphanumeric characters, compare the plate number acquired to one or more databases of vehicles of interest, and alert the officer when a vehicle of interest has been observed, all within a matter of seconds.

This project was designed to assess ALPR implementation among law enforcement agencies in the United States, and to identify emerging implementation practices to provide operational and policy guidance to the field. A random sample of 444 local, state, and tribal law enforcement agencies was surveyed. A total of 305 agencies responded to the initial survey (68.7%). Three-quarters of respondents (235 agencies, 77.0%) indicated that they were not using ALPR, while 70 agencies (23.0%) responded that they were using ALPR. A longer, more detailed survey was sent to the 70 agencies who confirmed they were using ALPR, and 40 agencies (57.1%) responded.

Survey respondents had typically implemented mobile ALPR systems (95%), and were primarily using ALPR for auto theft (69%), vehicle and traffic enforcement (28%), and investigations (25%). Agencies reported increases in stolen vehicle recoveries (68%), arrests (55%), and productivity (50%). Fewer than half (48%) had developed ALPR policies. Over half (53%) updated their ALPR hot lists wirelessly, and nearly half (43%) updated their hot lists once each day. A total of 40% of respondents retain ALPR data for six months or less (n=16). Five respondents (13%) indicated they retain ALPR data indefinitely, while two indicated that retention is based on the storage capacity of the equipment installed.

ALPR technology is a significant tool in the arsenal of law enforcement and public safety agencies. Realizing the core business values that ALPR promises, however, can only be achieved through proper planning, implementation, training, deployment, use, and management of the technology and the information it provides. Like all tools and technologies available to law enforcement, ALPR must also be carefully managed. Policies must be developed and strictly enforced to ensure the quality of the data, the security of the system, compliance with applicable laws and regulations, and the privacy of information gathered.

Introduction

Law enforcement agencies throughout the nation are increasingly adopting automated license plate recognition (ALPR)¹ technologies to enhance their enforcement and investigative capabilities, expand their collection of relevant data, and expedite the tedious and time consuming process of manually comparing vehicle license plates with lists of stolen, wanted, and other vehicles of interest. Police officers, sheriff's deputies, and other law enforcement practitioners are often on the lookout for vehicles that have been reported stolen, are wanted in connection with a crime or traffic violation, are suspected of being involved in criminal or terrorist activities, are parking violation scofflaws, have failed to maintain current registration or to comply with statutory insurance requirements, or any of a number of other legitimate reasons.

ALPR systems function to automatically capture an image of the vehicle's license plate, transform that image into alphanumeric characters using optical character recognition or similar software, compare the plate number acquired to one or more databases of vehicles of interest to law enforcement and other agencies, and to alert the officer when a vehicle of interest has been observed. The automated capture, analysis, and comparison of vehicle license plates typically occurs within seconds, alerting the officer almost immediately when a wanted plate is observed. Although the ALPR term includes a specific reference to "automated," it should be noted that human intervention is needed insofar as the officer monitoring the equipment must independently validate that the ALPR system has accurately "read" the license plate, that the plate observed is issued from the same state as the one in which it is wanted, and to verify the currency of the alert, i.e., verifying that the reason this vehicle or the owner was wanted or of interest is still valid.

This National Institute of Justice (NIJ)–supported project was designed to assess and document ALPR implementation and operational experiences among law enforcement agencies in the United States, and to identify emerging implementation practices to provide operational and policy guidance to the field. Several data collection techniques were used to gather information for this project, including 1) a survey of law enforcement agencies to assess the scope of the current ALPR implementation, deployment, and operational uses, 2) site visits to interview law enforcement practitioners and observe ALPRs system in operation, and 3) reviewing documents and policies addressing ALPR implementation and use.

This report includes sample ALPR policies from several jurisdictions to assist readers in developing their own policies. Readers are also encouraged to review a supplemental report, "Privacy issues concerning the utilization of automated license plate readers," previously prepared by IACP as part of an effort to develop a privacy impact assessment, in developing ALPR policies for their agencies.

Background

Owners of motorized vehicles driven on public thoroughfares are required by law to annually register their vehicles with their state bureau or department of motor vehicles², and to attach license plates that are publicly and legibly displayed.³ Vehicle license plates generally consist of a series of alpha numeric characters that reference the license plate to the specific vehicle registered (including the make, model, year, and vehicle identification number (VIN)) and the owner and/or lien holder of the vehicle.

New York is credited as the first state to enact legislation requiring vehicle registration on April 25, 1901, with California following in 1902.⁴ In Delaware, where numbered license plates were first issued in porcelain in 1909 beginning with a numbering sequence of 1000, the state changed the numbering scheme in 1910, beginning with the number “1”, which is reserved for the Governor.⁵ Delaware license plates are sold to the owner of the vehicle and can be passed down generation to generation. In 2008, a man and his son paid \$675,000 in private auction for license plate number “6”⁶ and this figure was matched for Delaware license plate number “11” the following year.⁷ Contemporary license plates, which measure 6 x 12 inches in the United States, feature numbering schemes that vary from state to state. States typically use numbers or a combination of letters and numbers in their vehicle license plates. Some states, like Maryland, use stacked letters—one over the other.

Figure 1: Examples of Different State License Plate Numbering Schemes ⁸



Connecticut is credited with being the first state to issue vanity plates beginning in 1937, when “motorists with good driving records were allowed to have plates with their initials (2 or 3 letters).”⁹ In Texas any person, non-profit organization, or for-profit entity can design a specialty license plate for consideration and potential adoption by the state for an initial deposit of \$4,615, which will be refunded to non-profit organizations after 500 of the plates are sold or renewed.¹⁰ A Texas plate with “PORSCHÉ” recently sold in private auction for \$7,500, “AMERICA” for \$3,000, and “FERRARI” for \$15,000.¹¹

Figure 2: Examples of Specialty License Plates for Passenger Vehicles



Specialty plates generate substantial revenue for states. West Virginia, for example, reports approximately \$1.2 million in revenue from the sale of vanity license plates.¹⁴ Texas is estimated to have generated approximately \$2.1 million in revenue from the sale of specialty plates through the first 10 months of 2010, Virginia projected potential revenue exceeding \$1 million for the sale of specialty plates with company logos, and approximately \$600,000 of revenue generated in Nebraska in 2009 from sales of its “Huskers” license plates.¹⁵ The California Legislature recently considered a bill to study the potential use of electronic license plates which would show digital advertisements when the vehicle to which it is attached is stopped for more than four seconds; the vehicle’s license plate number would display when the vehicle is in motion.¹⁶

Police use of license plate data

As noted above, law enforcement practitioners are often searching for vehicles that have been reported stolen, are suspected of being involved in criminal or terrorist activities, are owned by persons who are wanted by authorities, have failed to pay parking violations or maintain current vehicle license registration or insurance, or any of a number of other legitimate reasons. Victims and witnesses are frequently able to provide police with a description of a suspect’s vehicle, including in some cases a full or partial reading of their license plate number. Depending on the seriousness of the incident, officers may receive a list of vehicles of interest by their agency at the beginning of their shift, or receive radio alerts throughout the day, providing vehicle descriptions and plate numbers including stolen vehicles, vehicles registered or associated with wanted individuals or persons of interest, vehicles attached to an AMBER¹⁷ or missing persons alert, and “be on the lookout” or “BOLO” alerts.¹⁸ These lists may be sizable depending on the jurisdiction, population size, and criteria for the list, and can present challenges for the patrol officer.

Officers monitor traffic during patrol, searching for vehicles of interest among their other duties. When a potential vehicle of interest is observed, the officer will typically compare characteristics of the observed vehicle and driver with those of the wanted vehicle, including the license plate number, if known. If warranted, the officer may stop the vehicle to further investigate. A license plate check will be run on the vehicle, either by the officer using an in-field computer to initiate

the query, or by radioing dispatch for the query. Results of the query and of the officer's interaction and investigation of the driver will assist the officer in determining next steps.

In addition to spotting vehicles of interest, officers on patrol are also alert to vehicles with expired or missing license plates and annual renewal tags. Failure to maintain current license plate registration may indicate that one or more of several conditions have not been met, including failure to secure vehicle insurance, failing compulsory safety and/or emissions inspections, and simple failure to properly register the vehicle with the state motor vehicle authority. Some jurisdictions may withhold vehicle registration renewal if the owner has unpaid parking or traffic tickets. The lack of a plate or current tags may also indicate that the vehicle has been stolen.

Automated License Plate Recognition (ALPR) Technology

Automated license plate recognition (ALPR) technology was invented in 1976 in the Police Scientific Development Branch (PSDB), Home Office, United Kingdom.¹⁹ The European Secure Vehicle Alliance (ESVA) notes that the "Provisional Irish Republican Army (IRA) terrorist bombings in the City of London resulted in the establishment of the 'ring of steel' in 1993 – a surveillance and security cordon using initially CCTV cameras. In 1997, ANPR cameras, linked to police databases, were fitted at entrances to the ring of steel and gave feedback to monitoring officers within four seconds."²⁰ Implementation continued over the next several years with forces implementing ANPR systems.

The Home Office Police Standards Unit and the Association of Chief Police Officers (ACPO) began testing dedicated "intercept teams" using ANPR across nine police forces in the multi-phased "Project Laser" beginning 2002.²¹ The strategic intent of the ANPR strategy for the Police Services was to "target criminals through their use of the roads."²² Intercept teams, typically ranged in size of 7 – 12 officers and equipped with ANPR, were designed to enable police to engage criminality on the road and intercept vehicles and drivers wanted in connection with crime, terrorism, and motor vehicle violations. An analysis of the Laser pilot projects, which collectively produced over 46,000 arrests, concluded that "ANPR makes a direct contribution to both national and force objectives and is used on a daily basis to engage criminals. In comparison to a number of other technology-enabled projects in the criminal justice area, its success has been remarkable."²³

Following success of the Laser pilots, the Police Standards Unit invested £32 million for development of the National ANPR Data Centre (NADC) and a Back Office Facility (BOF), which provide data storage and analytic tools for forces in England and Wales, and support deployment of ANPR at national, regional and local levels. Implementing a single technology platform in forces across the whole of England and Wales has enabled the UK to implement universal business practices and technical and data standards. By the end of the first quarter of 2010, the NADC was receiving approximately 10-12 million license plate reads per day from over 5,000 ANPR cameras, had the capacity to receive up to 50 million reads per day, and maintained a database of more than 7 billion vehicle sightings.²⁴

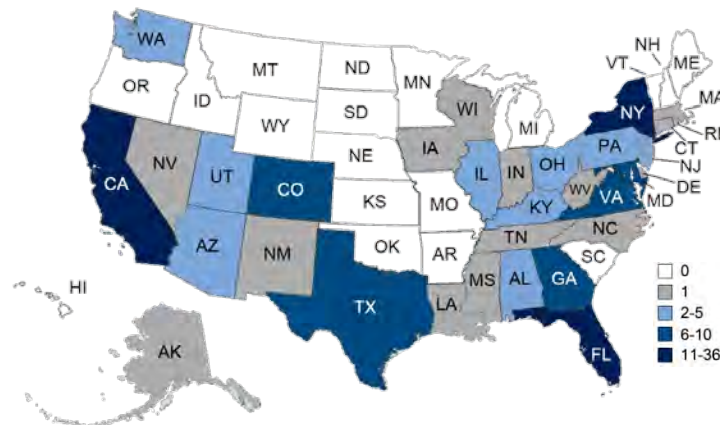
Law enforcement agencies throughout the United States are increasingly implementing ALPR systems. Larger agencies are more likely to have implemented ALPR than smaller agencies, most likely the result of the costs of the technology and the relative sizes of the jurisdictions. The 2007 Law Enforcement Management and Administrative Statistics (LEMAS) survey (the most current LEMAS data available) indicates that as of September 30, 2007, nearly half (48%) of the largest law enforcement agencies (i.e., those with 1,001 or more sworn officers) were regularly using ALPR, as were nearly one-third (32%) of agencies with 500-1,000 sworn officers. In contrast, none of the smallest agencies (i.e., those with fewer than 50 sworn officers) reported regularly using ALPR and only 9% of agencies with 51-100 officers were using it.²⁵

Table 1: ALPR Use by Law Enforcement Agencies—LEMAS Survey 2007 Data²⁶

Agency Size (Sworn Personnel)	As of September 30, 2007, agency did NOT use license plate readers on a regular basis.	As of September 30, 2007, agency did use license plate readers on a regular basis.	% Using LPR
≤ 50	5	0	0%
51-100	50	2	9%
101-250	450	71	14%
251-500	144	34	19%
501-1000	50	24	32%
1001+	42	39	48%
Total	711	170	19%

In 18 states there were no agencies who reported using ALPR in 2007, and only one agency in each of 15 states. California had the largest concentration of agencies reporting ALPR usage with 36, followed by New York with 31 agencies, and Florida with 16 agencies.

Figure 3: Geographic Distribution of Agencies Using ALPR in 2007 (n=170)²⁷



Comparable figures are reported by Lum, et. al., in their 2009 survey of 200 law enforcement agencies drawn from the 2003 LEMAS sample. Their sample was nearly evenly divided between large agencies (≥ 100 sworn officers) and small agencies (< 100 sworn officers).²⁸

Table 2: Distribution of LPR use among large and small police agencies ²⁹

LPR Usage	Small Agencies (n=82)	Large Agencies (n=87)
Use LPR	3 (3.7%)	32 (36.8%)
Do not use LPR	79 (96.7%)	55 (63.2%)

The March 2011 survey by Police Executive Research Forum (PERF), which addressed a variety of technologies, policies and practices, found that nearly three-quarters (71%) of the 70 responding agencies reported using ALPR and 85% plan to acquire or increase their use of the technology over the next five years.³⁰ Responding agencies were predominantly larger, ranging in size of 10–13,088 sworn officers, with an average of 949 sworn officers (median=336); the average population served among responding agencies was 531,000 (median=183,287).

ALPR also has many applications beyond law enforcement. It is used by departments of transportation to monitor travel time on key roadways for better traffic management (where ALPR captures images of vehicles at two different points on a roadway and calculates travel times between the two points), automated tolling and toll enforcement, access control, and congestion charging, among other things.³¹

An Overview of ALPR

ALPR systems generally consist of a high speed camera with an infrared (“IR”) filter or two cameras—one high resolution digital camera and one IR camera—to capture images of license plates; a processor and application capable of performing sophisticated optical character recognition (OCR) to transform the image of the plate into alphanumeric characters; application software to compare the transformed license plate characters to databases of license plates of interest to law enforcement; and a user interface to display the images captured, the results of the OCR transformation, and an alert capability to notify operators when a plate matching an agency’s “hot list” is observed. The precise configuration of ALPR systems varies depending on the manufacturer of the equipment and the specific operational deployment.

ALPR systems are able to capture up to 1,800 plates per minute at speeds up to 120-160 miles per hour.³² Systems range in cost from \$10,000 - \$22,000, depending on the manufacturer and the specific configuration specified, and agencies have often been able to fund acquisition through federal grant funding sources.

Cameras

Camera hardware is significant to the front-end component of any ALPR system. Since the initial image capture forms a critically important part of the ALPR system and will often determine the overall performance, ALPR systems typically use still or video cameras specialized for the task. Currently, many of the ALPR systems include a set of high resolution digital and IR illuminated cameras which allow the ALPR system to capture images under a variety of light and weather conditions.

Figure 4: Examples of Trunk and Lightbar Mounted Mobile ALPR Cameras



User Interface

In vehicle-mounted ALPR systems, captured images are displayed on a user interface—either a dedicated computer for the ALPR system, or use of the in-field computer already installed in the police vehicle—so the officer can be alerted when a vehicle on one of the hot lists has been observed in the vicinity of the officer.

The user interface allows the officer to compare the ALPR OCR interpretation of the license plate number to ensure the accuracy of the “read,” and to see the larger, contextual image to help the officer in identifying which specific vehicle has the plate of interest. In addition, the user interface also typically enables the officer to manually enter plates on vehicles of interest, manage hot list information, deal with alert queues, and run reports.

Figure 5: An Example of ALPR User Interface



Software

As vehicles pass through the field of view of the ALPR camera a picture is taken of license plate and the vehicle. A series of algorithms are performed on the image to isolate the plate and render the alphanumeric characters into an electronically readable format. The sophistication and complexity of each of these algorithms determines the accuracy of the system.

There are six primary algorithms that the software requires for identifying a license plate:

1. *Plate localization* – Finding and isolating the plate on the picture
2. *Plate orientation and sizing* – Compensates for the skew of the plate and adjusts the dimensions to the required size
3. *Normalization* – Adjusts the brightness and contrast of the image
4. *Character segmentation* – Finds the individual characters on the plates
5. *Optical character recognition (OCR)* – Translation of images of text into an electronically readable format
6. *Syntactical/Geometrical analysis* – Check characters and positions against state-specific rules to identify the state of issuance for the license plate

Hot lists

Once the OCR read is obtained, the information is then compared against a database of vehicles of interest, typically known as a “hot list.” Hot list information can come from a variety of sources, and is discussed in more detail later in this report. The purpose of these lists is to alert

the officer that a vehicle displaying a license plate number that is included on a hot list has been identified by the ALPR camera.

ALPR systems can be deployed in a variety of ways, including mobile ALPR systems, fixed ALPR systems, and portable ALPR systems.

Mobile ALPR Systems

Mobile ALPR systems use vehicle-mounted cameras to capture license plate data and can be configured in a number of ways to meet specific agency needs. Typically, the processor is located in the trunk of the vehicle and the data is processed locally to notify the officer of a possible hit. ALPR cameras are affixed to a vehicle and can be either hardwired or magnet-mounted for a portable (vehicle to vehicle) configuration. They can be integrated into the light bar, mounted on either the roof or trunk of the vehicle, or within covert housing.

Figure 6: Lightbar (left) and Covert (right) Mounted Mobile ALPR Cameras



System Portability. Mobile ALPR systems can be hardwired to a vehicle or magnet-mounted, for a portable (vehicle to vehicle) configuration. Magnet-mounted set-ups offer more flexibility and allow the agency to relocate the system from one vehicle to another. Consideration should be given, however, to the location of the hardware and connection cables on the various vehicle models and the ease with which they can be transferred. Agencies should weigh the pros and cons of each configuration against the technical and personnel resources of their agency.

Vehicle space availability. Mobile ALPR system components include cameras, processors, an interface screen, and keyboard which need to be added to a vehicle. Consideration should be given to the existing space limitations in both the vehicle cockpit and trunk.

Number of Cameras. Each camera added to the ALPR system on a vehicle provides an additional field of view and increases the amount of data and images the processor must analyze.

Data Transfer. A variety of methods exist to transfer hot list and ALPR data from the vehicle's computer processor. Consideration should be given to whether the agency plans to manually transfer the hot lists and data files using a USB memory stick or automate the transfer using wireless or cellular networks.

Fixed and Portable ALPR Systems

ALPR cameras that are permanently affixed to a structure such as a light pole, bridge, or overhead sign.

Figure 7: Stationary/Fixed ALPR Cameras on a Bridge and Utility Pole



Fixed and portable ALPR systems require an installation design plan that includes infrastructure to support the camera system.³³ This infrastructure includes power for the system and any networking that provides the ability to transmit data between the camera and the command/information center.

Some common considerations for fixed systems are:

- Existing physical infrastructure
- Site location
- Available power
- Available network infrastructure
- Number of cameras
- Dispatch requirements

Existing Physical Infrastructure. A great deal of physical infrastructure already exists at key locations along roadways or potential targets (e.g. sports stadium or power plant). Utilizing established infrastructure can offer a number of advantages such as reduction in costs associated with setting up a site, ease of access, and existing power connections. Consideration should be given however to the agency responsible for the infrastructure as special permits and ongoing maintenance may be required.

Site location. When choosing site locations for fixed and portable ALPR units, consideration should be given to whether officers will be routinely stationed nearby and their possible response times.

Available Power. Fixed and portable systems require power at the location of the camera. The need for power may limit the possible locations for mounting or require additional resources.

Available network infrastructure. Fixed and portable systems require network connectivity between the ALPR system's computer processor (generally located with the camera) and the server receiving database updates. The updates enable the processors at the camera location to identify vehicles of interest that have been recently entered into the databases. Agencies should consider how this network connectivity will be accomplished to ensure successful updates are received and how the information will be secured.

Dispatch requirements. Fixed and portable systems typically provide alert notifications to the communications/operations center. This increases the workload for the dispatch personnel. Depending on the system configuration, the ALPR system may require an additional computer screen for the dispatcher to monitor. Dispatch personnel need to be effectively trained and be able to include the associated actions into their existing responsibilities. It is also important to ensure that the dispatch facility has sufficient power and space for any additional computers or servers the ALPR system may require.

Number of cameras. A fixed system typically requires the installation of one camera for each lane of traffic being monitored. Multiple cameras at one location may improve the ability to locate a suspect or wanted vehicle.

ALPR Data

Collectively referred to as ALPR data, the images and the metadata associated with them are the primary forms of information collected by an ALPR system. The ALPR data may be stored in the individual ALPR units until it is either transferred to another server or discarded.

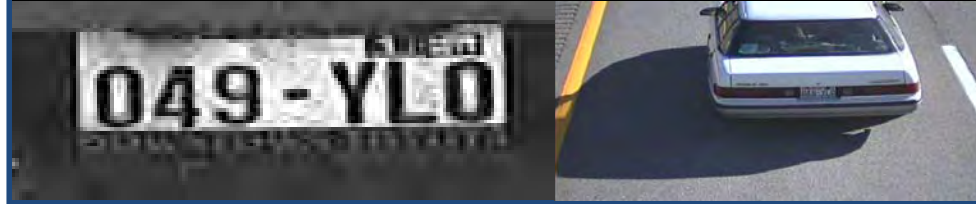
Data files compiled in ALPR systems typically contain the following information:

- Black and white plate image;
- Contextual color image;
- Electronically readable format of plate alphanumeric characters (optical character recognition (OCR)) of license plate numbers;
- Location and GPS coordinates;
- Time and date of image capture;
- Camera identification (mobile cameras may capture officer and vehicle/unit number).

The contextual image, sometimes referred to as an overview image, may capture additional identifying features of the vehicle such as make, model, color, bumper sticker, or damage. Additionally, it may capture the vehicle in the context of the ALPR camera field of vision, and provide information about the area immediately surrounding the vehicle and direction of travel.

Figure 8: Sample Data and Images Captured by ALPR

Site	Device	LPN	Timestamp	Lat.	Lon.
Post Falls PD	McGuire Fast Lane	049YLO	9/29/2010 9:30	47.71116	-116.98



ALPR Performance

A number of factors impact the performance of ALPR systems, and there are several measures that are relevant to the overall performance of the technology.³⁴

1. Capture Efficacy – a measure of the effectiveness of ALPR units to capture the license plate information of vehicles that pass through the field of view of ALPR cameras. For example, if 100 cars pass the ALPR unit, what proportion/percentage of vehicles containing license plates are actually captured (i.e., read) by the ALPR units?
2. Read Accuracy – a measure of the accuracy of ALPR system interpretation of captured plates with the actual alphanumeric characters of the plate.
3. Matching Effectiveness – a measure of the effectiveness of ALPR units (really of their underlying software matching algorithms) to accurately match license plates *reads* to records contained in the agency's hot list(s). For example, if the ALPR unit accurately captures or reads only a portion of a vehicle's plate, or misreads one or more characters on a vehicle plate, is the unit (and its software) nevertheless able to match the plate with hotlist records stored or accessed through the device (perhaps with a scoring factor related to the probability of an actual match)? This is more a function of the software supporting the ALPR unit, the calibration of matching algorithms, and a measure of the performance and elasticity of search parameters.
4. Capture/Read Factors – there are a host of factors that may influence the ability of ALPR units to capture and accurately read and match license plates. Capture/Read factors include the following:
 - a. Character and/or plate color
 - b. Plate design factors (logos, stacked characters, etc.)
 - c. State of origin (i.e., the state which issued the plate)
 - d. Plate covers or other obstructions (e.g., bent, dirty, trailer hitch obstruction, etc.)
 - e. Plate location on the vehicle
 - f. Interval between vehicles

- g. Vehicle speed
- h. Lighting conditions (e.g., day vs. night)
- i. Weather conditions (e.g., snow, rain, fog)
- j. ALPR equipment (e.g., age and/or ability of the ALPR camera)
- k. ALPR implementation (e.g., camera angle)

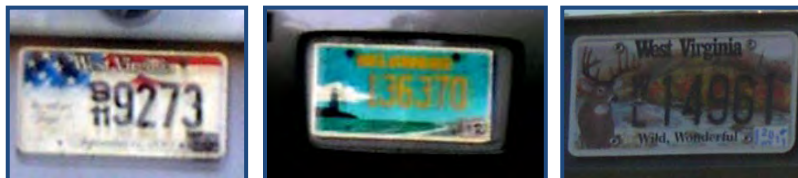
Plate design. Each state has multiple license plate designs and plates vary substantially from state to state. The shape of the characters, amount of contrast between a particular state's background and the color of the license plate characters, and whether the characters are raised or flat can all impact the accuracy of the OCR read. Some colors, especially reddish tones, may be difficult for ALPR system OCR software to read.

Figure 9: Sample Plate Designs



Poor image resolution. Poor image resolution can result from several factors. License plates can be too far away for the capabilities of the ALPR camera to capture and motion blur can also occur. Poor lighting and low contrast due to overexposure, reflection, adverse weather conditions, or shadows can also result in a poor image quality.

Figure 10: Poor Image Quality



Bent, dirty, damaged, or modified plates. Because many ALPR systems use reflectivity and the contrast created by the alphanumeric characters, plates that are bent, dirty, damaged, or modified may cause the ALPR software to misidentify a character.

Figure 11: Bent, Dirty, or Damaged Plates



Plate location. Occasionally, an object might obscure all or a portion of the license plate and interfere with accurate OCR. Oftentimes the object is a tow bar, dirt on the license plate, or a loaded bike rack; other times the object may be a ALPR circumvention device.

Figure 12: Obstructed Plates



The National Policing Improvement Agency (NPIA) and the Association of Chief Police Officers (ACPO) have specified minimum performance capabilities of ALPR technologies in capturing and reading license plate information for UK and Schengen Community plates.³⁵

Table 3: 'Capture' and 'Read' rates for All United Kingdom (UK)³⁶

Type of System	Capture Rate	Correct Read Rate	Overall capture & correct read rate
Static ANPR Camera	98%	95%	93.1%
CCTV Integrated ANPR (Dual purpose CCTV and ANPR Camera)	85%	85%	72.0%
Mobile ANPR Camera (Stationary)	98%	95%	93.1%
Mobile ANPR Camera (Moving)	80%	85%	68.0%

Given the fact that in static ALPR implementations the camera capturing the license plate is stationary, where as mobile implementations involve mobile cameras and potentially mobile target vehicles, variations in capture efficacy and read accuracy rates are expected and observed.

Slightly lower performance rates are acceptable for capturing and reading plates of just Schengen member countries.

Table 4: ‘Capture’ and ‘Read’ rates for All Schengen Community in Isolation of United Kingdom (UK) Number Plates³⁷

Type of System	Capture Rate	Correct Read Rate	Overall capture & correct read rate
Static ANPR Camera	85%	80%	68.0%
CCTV Integrated ANPR (Dual purpose CCTV and ANPR Camera)	85%	80%	68.0%
Mobile ANPR Camera (Stationary)	85%	80%	68.0%
Mobile ANPR Camera (Moving)	75%	80%	60.0%

Law enforcement agencies in the United States must deal with license plates from other states, as well as international jurisdictions, which can pose difficulties if the units are not configured to “read” plates from multiple jurisdictions. ALPR manufacturers are constantly upgrading their equipment and software to address this issue.³⁸ Minimum performance standards for ALPR in the United States are still at an early stage. IACP is managing an NIJ-funded project to develop technical performance standards for ALPR systems. The goals of the project are to a) identify the specific performance parameters that are critical to ALPR functions, b) develop metrics to accurately measure their performance, and c) establish protocols for the testing of the equipment by an independent laboratory.³⁹

Survey of ALPR Use by Law Enforcement

In order to assess the scope of current ALPR implementation, deployment, and operational uses among local, state and tribal law enforcement agencies throughout the United States, a random sample of 444 local, state, and tribal law enforcement agencies was selected from 2003 LEMAS sample agencies.⁴⁰

Table 5: Distribution of Agency Size in Survey Sample

Agency Size (sworn)	Number	Percent
≤50	213	48.0%
51-100	77	17.3%
101-250	65	14.6%
251-500	29	6.5%
501-1000	30	6.8%
1001+	30	6.8%
Total	444	100.0%

The survey, which was administered in September 2009, was conducted in two phases. In the first phase, agencies were contacted to determine whether they were using an ALPR system and if so, to identify a program point of contact for further research. The full questionnaire (a copy of which can be found in Appendix C) was distributed in the second phase to the point of contact in agencies who had indicated they were currently using ALPR. Agencies were given a choice between completing the survey online or by paper. The survey was comprised of 29 questions addressing policy and technical issues, operational practices associated with mobile, fixed and portable deployments, and seeking a brief narrative discussion of lessons learned.

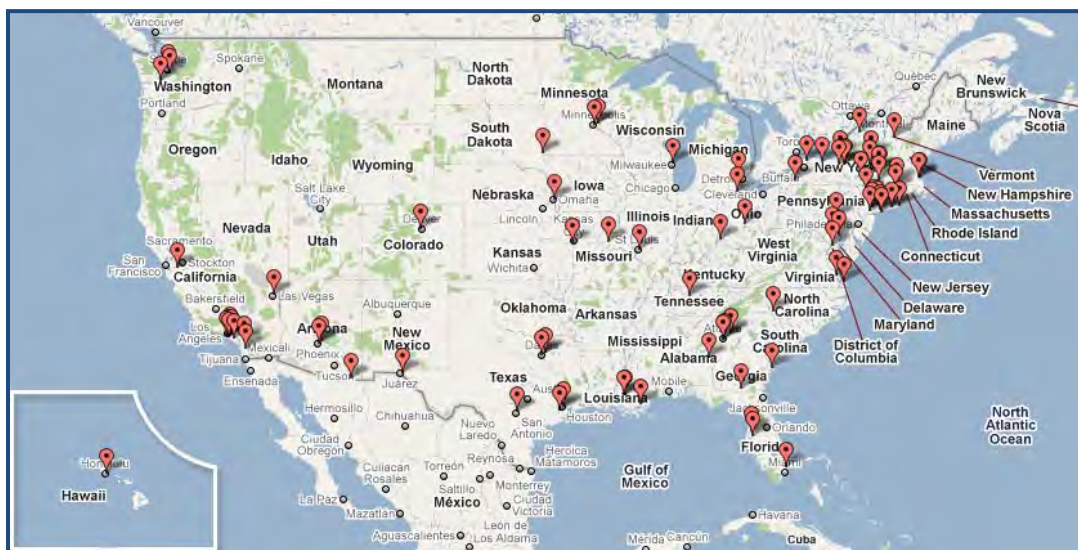
A total of 305 agencies responded to the first phase of the survey, providing a response rate of 68.7%. Of the jurisdictions responding, 235 agencies (77.0%) indicated that they were not using ALPR, while 70 agencies (23.0%) responded that they were using ALPR.

Table 6: Distribution of ALPR Usage by Agency Size (n=305)

ALPR Use					
No. Sworn	No		Yes		Σ
≤50	128	89.5%	15	10.5%	143
51-100	46	79.3%	12	20.7%	58
101-250	28	80.0%	7	20.0%	35
251-500	17	77.3%	5	22.7%	22
501-1000	11	50.0%	11	50.0%	22
1001+	5	20.0%	20	80.0%	25
Total	235	77.0%	70	23.0%	305

As with other research assessing ALPR deployment by law enforcement agencies, this survey demonstrated that larger agencies were more likely to have implemented the technology. This survey, however, found substantially greater adoption of ALPR among smaller agencies than has been observed in earlier research. The 2007 LEMAS data indicate that none of the smallest agencies (50 or fewer sworn officers) had implemented ALPR, and only 7.4% of agencies of 100 or fewer officers having implemented ALPR (2 of 27 agencies). Lum, et. al., found that 3.4% of agencies with 100 or fewer officers had implemented ALPR, while the survey completed for this project shows 13.4% of agencies with 100 or fewer officers had adopted ALPR.

The longer, more detailed phase two survey was sent to the 70 agencies who confirmed they were using ALPR, of which 40 agencies (57.1%) responded.⁴¹ Respondents were broadly arrayed throughout the nation.

Figure 13: Geographic Distribution of Survey Respondents

Nearly one-third (31%) of responding agencies were smaller (less than 100 sworn officers) and over half (53%) were larger agencies, with 500 or more sworn officers. Over half (60%) were municipal police agencies, and nearly one-quarter (23%) were Sheriff's officers.

Table 7: Distribution of Agency Size of Sample Respondents:

Agency Size (sworn)	n	%
25-49	7	18%
40-99	5	13%
100-249	5	13%
250-499	2	5%
500-999	10	25%
1000+	11	28%
Total	40	100%

Table 8: Distribution of Agency Type of Survey Respondents

Agency Type	n	%
Municipal	24	60%
Sheriff	9	23%
State	7	18%
Total	40	100%

The vast majority of agencies (95%) indicated that they had implemented mobile ALPR. Of the seven agencies that have implemented fixed ALPR, five reported using both mobile and fixed ALPR, and each of the five employed 1,000 or more sworn officers. Agencies are generally more likely to implement mobile ALPR deployments since the units can be easily moved from one vehicle to another (depending on the installation options selected by the agency), and by the very nature they can be quickly deployed to specific locations depending on the needs of the agency. Fixed implementations require more costly installation, permits from other agencies or organizations for installation (e.g., utility companies or departments of transportation, depending on the location), infrastructure to provide a continuous power source for the unit, communication channels to securely transmit the ALPR images, and periodic maintenance.

Table 9: Types of ALPR Systems Implemented

Type of ALPR Used	n	%
Mobile	38	95%
Fixed	7	18%
Portable	4	10%

Increasingly, agencies throughout the United States (and certainly in many other jurisdictions globally) are implementing both fixed and mobile ALPR systems. The city of Dallas, for example, recently released a request for proposals (RFP) for ALPR technology that includes 18 mobile systems (two for each of seven substations, two for the auto theft unit (one vehicle and one portable system), and one each for the gang unit and the internet crimes against children unit) and 30-50 fixed systems.⁴² The agency indicated that they expect to improve their recovery of “stolen vehicles and identify amber alert vehicles, BOLO vehicles, missing persons, and sex offenders,” as well as improve “intelligence gathering activities by providing back office software that allows for administration, data mining, reporting, data sharing, and intelligence gathering activities.”⁴³

Washington, D.C., has also implemented both fixed and mobile ALPR systems.⁴⁴ Although the agency first implemented ALPR in ten auto theft units, they have substantially expanded their program to include mobile, fixed, portable, and covert installations, and they provide real-time access to their ALPR data for other state and federal agencies after negotiating memoranda of understanding.

Locating and recovering stolen vehicles was the primary purpose for ALPR implementation in nearly two-thirds (62%) of responding agencies, followed by vehicle and traffic enforcement (28%) and investigations (25%).

Table 10: Primary Purposes for ALPR Implementation

Primary Purposes for ALPR	n	%
Auto theft	25	63%
Vehicle & traffic enforcement	11	28%
Investigations	10	25%
Identifying vehicles of interest	5	13%
Warrants	2	5%
Intelligence/homeland security	2	5%
Other	5	13%

Many of the agencies indicated that they had expanded their use of ALPR beyond their original purpose after implementation, most notably for auto theft (83%), general investigation (70%), and vehicle and traffic enforcement (50%).

Table 11: Current Uses of ALPR

Current Uses	n	%
Auto theft	33	83%
General investigation	28	70%
Vehicle & traffic enforcement	20	50%
Crime analysis	13	33%
Narcotics	11	28%
Gang Enforcement	8	20%
Smuggling	4	10%

Agencies report a broad range of business value in using ALPR, including increasing their recovery of stolen vehicles (68%), arrests (55%), and officer productivity (50%).

Table 12: Business Value of ALPR

Business Value	n	%
Increase stolen vehicle recoveries	27	68%
Increase in arrests	22	55%
Increase productivity	20	50%
Solving more crimes	14	35%
Other	8	20%

Law enforcement agencies around the world report substantial business and public safety benefits from use of the technology.⁴⁵ Montgomery County (MD) Police Department, for example, has indicated that a single officer equipped with ALPR scanned 48,101 plates, resulting in the issuance of 255 traffic citations, the identification of 26 drivers with suspended licenses, 16 vehicle emission violators, 4 stolen and 1 expired license plate tags, and 3 arrests in the course of 96 hours of use over 27 days.⁴⁶ The Automated Regional Justice Information Sharing system (ARJIS) reports that in a five day test of ALPR at the US/Mexico border, 780,000 plates crossed the border, and over 1,300 were involved in 4 murders, 14 rapes, 24 robberies, 273 assaults, 128 burglaries, 345 vehicle thefts, 361 weapons, and 241 narcotics cases.⁴⁷

Police forces in the UK report similar business benefits in using ALPR technology:

“In the last financial year, the [North Yorkshire Police] force's ANPR team have seized £1,350,160 worth of stolen property, vehicles and drugs, summonsed 1,588 people to court and have made 88 arrests.

- 1,025 fixed penalty notices have been issued by the team, mainly for motoring offences.
- 523 vehicles have been seized for having no insurance, or because the driver [] did not have a valid licence.
- 88 people were arrested for offences including theft, drugs, burglary, motoring offences and people wanted on warrants.
- Over 700 vehicles or people have been searched.”⁴⁸

PERF conducted a randomized experiment to study the effects of LPR devices on auto theft, and concluded that “when LPRs were used, police were able to get over eight times as many checks, over four times as many hits, and about twice as many arrests and vehicle recoveries as when they were not using the LPR devices. The number of hits, arrests and recoveries were not particularly high, which is the result of a number of different factors, including the volume of crime. I also think the results show the difficulty of catching auto thieves in the act. By the time many cars are reported stolen, the thieves have already abandoned them, which poses a challenge.”⁴⁹

Fewer than half (43%) of responding agencies are part of a regional ALPR system, and only 40% report sharing ALPR data with any other agencies.

Table 13: Regional ALPR Program Participation

Part of a Regional System	n	%
Yes	17	43%
No	23	58%
Total	40	100%

Cincinnati is helping to build a regional ALPR sharing system known as SOSINK—Southwest Ohio/Southeast Indiana/Northern Kentucky.⁵⁰ SOSINK has two primary objectives: 1) increase apprehension of wanted subjects, and 2) collect intelligence and enhance investigations of wanted subjects, drug trafficking, and subjects on terrorist watch lists. They will implement over 80 fixed ALPR cameras on interstate highways in the region to provide alerts when subjects who are wanted, on terrorist watch lists, or suspected of drug trafficking enter or exit the region, as well as provide data regarding traffic patterns for further investigations.

ARJIS reports that they are sharing data with 23 agencies and growing.⁵¹ Maryland is developing a statewide ALPR network, expanding from a base of 105 units implemented in fiscal years 2009-10, to 205 units in fiscal year 2011.⁵² The state actually expected to have 242 mobile units and 53 fixed cameras (across seven sites), involving 32 agencies by December 2011.⁵³

ALPR Policies

In order to be effective, ALPR technology must be properly implemented and integrated into the daily operations of law enforcement agencies. Developing and enforcing policies defining the strategic objectives of an agency's program, training requirements, deployment options, operating procedures, hot list management, proper use and maintenance of the technology, and data collection, retention, sharing, and access enables law enforcement to effectively manage ALPR.

Agency policies typically:

1. Define the ALPR system and its data as “for official use only” (FOUO),
2. Restrict and audit queries of the ALPR dataset, and
3. Require that all operators of the equipment receive proper training before use.⁵⁴

Essential components of that training include:

1. Ensuring that appropriate hot list information is as current and accurate as possible, and
2. Clear directions that when the ALPR unit matches an observed vehicle's license plate with a record in the hot list and alerts the officer (also known as a “hit”), that the officer must verify
 - a. that the ALPR “read” was accurate (i.e., that the ALPR OCR software has properly interpreted the license plate number),
 - b. that the issuing State matches the plate on record, and
 - c. that the circumstance that triggered the alert is still current, e.g., that the vehicle is still wanted or stolen.
3. If the record in the hot list was created based, not on the status of the vehicle, but rather on the status of the registered owner (e.g., the owner has an outstanding warrant for arrest, or has had their driving privileges suspended or revoked), the officer must also be cognizant of the fact that the driver may not be the registered owner.
4. Additionally, depending on the nature of the alert (e.g., a “hit” on the Terrorist Watch List), the officer may be directed to notify another agency (e.g., the Terrorist Screening Center) and hold the person, surreptitiously watch but not contact the person, or simply document the contact and forward the information to others.⁵⁵

Nearly half of responding agencies (19 agencies, 48%) indicated that they had a policy addressing ALPR use and operations, and six agencies (15%) noted they were in the process of developing or planning one. Among agencies that have or are developing ALPR policies, the policies usually address data access (68%), data retention (48%), and data sharing (44%).

Table 14: Policy Issues Addressed by Agencies That Have or are Developing ALPR Policies (n=25):

Policy Issues	n	%
Data access	17	68%
Data retention	12	48%
Data sharing	11	44%
Deployment	6	24%
Data quality	4	16%
Other	4	16%

Hot List Management

Law enforcement agencies may create, access, and/or maintain any of a variety of lists of vehicles of interest, and these lists are universally known as “hot lists.” Hot lists may include the license plate numbers of stolen vehicles, stolen license plates, vehicles owned or associated with wanted or missing persons, vehicles suspected of being involved in criminal or terrorist activities, owned by persons whose driver license has been suspended or revoked, and for any of a host of other legitimate purposes.⁵⁶

Hot list information can come from a variety of sources, including stolen vehicle information from the National Crime Information Center (NCIC), as well as national AMBER Alerts and Department of Homeland Security watch lists. Departments of Motor Vehicles can provide lists of expired registration tags and law enforcement agencies can also interface their own, locally-compiled hot lists (e.g., persons of interest, vehicles registered to wanted individuals) to the ALPR system. The purpose of these lists is to alert the law enforcement officer or system operator that a vehicle displaying a license plate number that is included on a hot list has been observed by an ALPR camera.

Information regarding hot list use and maintenance was gathered in our survey of law enforcement agencies. Over half (53%) of responding agencies indicated that their hot lists were updated wirelessly, either via cellular networks (28%) or using Wi-Fi/hotspots (25%). Over one-third (38%) of agencies use USB drives to upload hot list information to their mobile ALPR systems. Nearly half (43%) of agencies update their hot lists once each day, while over a quarter (28%) update their hot lists two or three times per day, or at each shift change.

Table 15: Hot List Update Methods

Hot List Updated by	n	%
USB drive	15	38%
Wi-Fi/Hotspot	10	25%
Cellular	11	28%
Other	4	10%

Table 16: Hot List Update Frequency

Hot List Updated	n	%
Once a day	17	43%
Twice a day	5	13%
Three times a day	2	5%
Each shift	4	10%
Multiple times per shift	6	15%
As needed	1	3%
No response	5	13%

What data sources agencies use for building and managing their hot lists varies widely, and depends in some measure on the operational objectives of the agency's ALPR deployment. Stolen vehicles and vehicle license plates are the most obvious and frequent sources of data contained in law enforcement hot lists (88% and 83%, respectively among agencies responding to our survey). Vehicles owned or operated by wanted persons, those associated with AMBER alerts, and those registered to drivers who have had their driving privileges suspended or revoked, or who have no valid insurance, also figure prominently in hot lists created or accessed by law enforcement.⁵⁷

Table 17: Hot List Management

Hot List Content	n	%
Stolen vehicles	35	88%
Stolen plates	33	83%
Wanted persons	24	60%
AMBER alerts	18	45%
Suspend/Revoked Drivers	12	30%
No insurance	10	25%
Parking scofflaws	8	20%
Other	17	43%

Data Retention

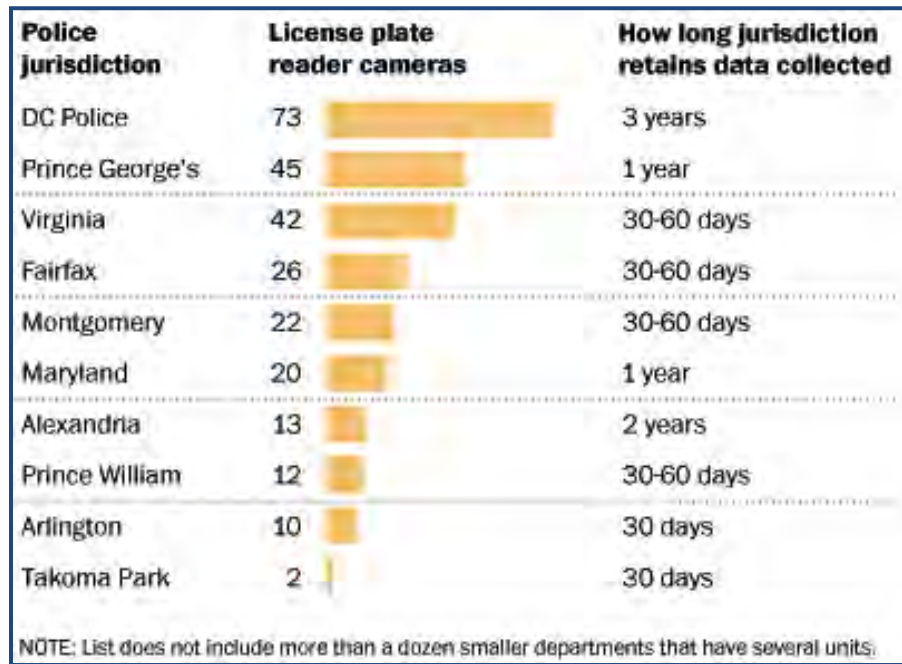
ALPR systems store data regarding vehicle license plates they have read. As previously noted, license plate “read” records typically include information identifying the agency operating the technology, the camera which captured the read, the OCR interpretation of the license plate read, the date and time of the image capture, GPS coordinates (the latitude and longitude) of the vehicle plate at capture, and digital images of the license plate and a contextual photo of the vehicle.⁵⁸

In addition to providing real-time alerts to officers and agencies when a vehicle on a hot list is identified, ALPR data are also a rich source of information for a variety of investigative operations. Depending on a jurisdiction’s specific deployment of the technology, authorized law enforcement users could search ALPR records to identify vehicles that were recorded in a specific geographic region within a defined date and time range, or whether a particular vehicle was “observed” entering or leaving a geographic region. Police will often deploy ALPR-equipped vehicles to the scene of a crime, where they will canvas the surrounding neighborhood, scanning and recording vehicles which may help in identifying potential suspects and witnesses.

In addition to deploying ALPR-equipped units to geographic areas where crimes or other incidents of interest have occurred, law enforcement also use ALPR captured data to determine whether a vehicle of interest has been observed within a region covered by the technology. In one instance, local law enforcement was notified that an older, mentally ill citizen was missing. Combing through ALPR records captured during the week prior to the person’s disappearance, the agency was able to identify numerous sightings of a vehicle that was registered as belonging to the missing citizen within a specific and narrow geographic region of the city. Officers were deployed to that region and quickly found the person, who was severely dehydrated and transported for medical attention.⁵⁹

New York City deployed 238 ALPR systems (130 of which were mobile) by early 2011.⁶⁰ Washington D.C. and its suburbs have deployed over 250 ALPR cameras by late 2011.⁶¹ Maryland is implementing a statewide ALPR program that was to include 242 mobile and 53 fixed ALPR units spread across 32 agencies by the end of 2011.⁶² Dallas is currently (May 2012) in the process of procuring 18 mobile ALPR systems, and 30-50 fixed ALPR units.⁶³ The UK, as previously noted, has over 5,000 ALPR units deployed, capturing and reading approximately 10-12 million license plates per day, feeding a centralized data repository containing over 7 billion records.⁶⁴

Jurisdictions vary widely in their ALPR data retention policies. Canada retains “hits” for two years, but limits retention of “non-hits” to no more than 90 days.⁶⁵ New Jersey allows retention of ALPR data for five years,⁶⁶ while Maine limits it to 21 days.⁶⁷ Law enforcement agencies in the Washington, D.C. region show similar diversity in their retention schedules, ranging from 30 days to 3 years.

Figure 14: ALPR Data Retention Practices in the Washington, D.C. Area⁶⁸

Respondents to our survey demonstrated comparable diversity in their ALPR data retention policies.

Table 18: Data Retention Policies of Survey Respondents

Data Retention	n	%
No storage	2	5%
30 days or less	7	18%
2-6 months	7	18%
1 year	2	5%
2 years	2	5%
3-5 years	3	8%
Indefinitely	5	13%
Based on capacity	2	5%
In development	2	5%
Unknown	2	5%
No answer	6	15%
Total	40	100%

A total of 40% of respondents indicated they retain ALPR data for six months or less (n=16). Five respondents (13%) indicated they retain ALPR data indefinitely, while two indicated that retention is based on the storage capacity of the equipment they had installed.

Privacy concerns surrounding law enforcement use and retention of ALPR data have surfaced in many venues in recent years.⁶⁹ One of the key concerns is the fact that ALPR systems capture and record license plate information on all vehicles, regardless whether the driver is suspected of a crime or other violation. As Donna Lieberman, Executive Director, New York Civil Liberties Union, has noted, “It’s one thing to have information about cars that are stopped for suspicious activity, but it’s something else to basically maintain a permanent database of where particular cars go when there is nothing happening that is wrong and there is no basis for suspicion.”⁷⁰

One key issue is whether license plate data is considered “personally identifiable information” (PII). PII has been defined as “...any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, Social Security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, education, financial, and employment information.”⁷¹ McCallister, *et. al.*, define “linked” information as “information about or related to an individual that is logically associated with other information about the individual. In contrast, *linkable* information is information about or related to an individual for which there is a possibility of logical association with other information about the individual.”⁷²

The IACP completed a privacy impact assessment (PIA) of ALPR and concluded that ALPR data is not personally identifiable information.

A license plate number identifies a specific vehicle, not a specific person. Although a license plate number may be linked or otherwise associated with an identifiable person, this potential can only be realized through a distinct, separate step (e.g., an inquiry to a Secretary of State or Department of Motor Vehicles data system). Absent this extra step, the license plate number and the time and location data attached to it are not personally identifying. Thus, even though LPR systems automate the collection of license plate numbers, it is the investigative process that identifies individuals.⁷³

Although license plates function primarily to uniquely identify automobiles, many of the uses of ALPR necessarily involve acquiring information regarding the identity of the registered owner of the vehicle. The UK classifies ALPR data as “personal data” and follows the eight data protection principles articulated in their Data Protection Act.⁷⁴

ALPR systems are typically deployed in public venues—on public streets, roadways, highways, and in public parking lots. As such, there is little “expectation of privacy” associated with observing a vehicle and its license plate numbers at a specific location, date and time.⁷⁵ Law enforcement is free to observe and even record information regarding a person’s or a vehicle’s movements in public venues. There are, however, key issues that may emerge when ALPR data is systematically collected and retained.

In *United States v. Jones*⁷⁶, which dealt with police attaching a global positioning system (GPS) tracking device to the defendant's vehicle in order to track his movements over the course of 28 days, the U.S. Supreme Court concluded that attaching the device to the defendant's vehicle was a "search" within the scope of the Fourth Amendment and, absent a warrant, the evidence obtained was inadmissible. Police had actually obtained a warrant, but they installed the device one day after the 10 day warrant had expired and in another jurisdiction (Maryland, instead of Washington, DC). Although the Court decided the case on the fairly narrow issue that by attaching the GPS tracking device to the undercarriage of Jones' vehicle, "[t]he Government physically occupied private property for the purpose of obtaining information. We have no doubt that such a physical intrusion would have been considered a 'search' within the meaning of the Fourth Amendment when it was adopted."⁷⁷ Justice Alito's concurring opinion (which was joined by Justices Ginsburg, Breyer, and Kagan) argues that the case should have been decided on whether Jones' "reasonable expectations of privacy were violated by the long-term monitoring of the movements of the vehicle he drove."⁷⁸

Justice Sotomayor's concurring opinion discussed the evolving nature of technology and privacy expectations. "With increasing regularity, the Government will be capable of duplicating the monitoring undertaken in this case by enlisting factory- or owner-installed vehicle tracking devices or GPS-enabled smartphones. [] In cases of electronic or other novel modes of surveillance that do not depend upon a physical invasion on property, the majority opinion's trespassory test may provide little guidance.... [T]he same technological advances that have made possible nontrespassory surveillance techniques will also affect the *Katz* test by shaping the evolution of societal privacy expectations."⁷⁹

Although *Jones* dealt specifically with GPS tracking devices, the separate concurring opinions of five of the Justices reference the variety of evolving technologies that increasingly enable law enforcement to track and record the movement of persons and vehicles without requiring the installation of special tracking technologies. As jurisdictions expand their deployment of fixed and mobile ALPR systems, and build regional and statewide ALPR information sharing networks, they can rapidly amass a significant volume of data. Such expansive deployment and sharing of ALPR data retained for extended periods of time may well enable agencies to systematically track the movement of vehicles throughout a jurisdiction and beyond. Although there may be no reasonable expectation of privacy in any particular sighting of a vehicle traveling on a public roadway, the systematic capture, storage, and retrieval of ALPR data may nevertheless raise important privacy concerns.

In *U.S. Department of Justice v. Reporters Committee for Freedom of the Press*⁸⁰, the U.S. Supreme Court recognized a difference between public records that might be found after a diligent search of courthouse files, county archives, and local police stations throughout the country and a computerized summary located in a centralized clearinghouse of information. The Court ruled that the electronic compilation of otherwise publicly available but difficult to obtain records, altered the privacy interest implicated by disclosure of that compilation.⁸¹ Automation overwhelms what the Court referred to as the *practical obscurity*⁸² associated with manually collecting and concatenating the individual public records associated with a particular person into a comprehensive, longitudinal criminal history record.

ALPR records may be implicated when agencies systematically capture and record these independent public records and assemble them into a longitudinal file or provide the ability to analyze them as such. The technological convergence that enables the systematic collection, concatenation, and analysis of such massive datasets may challenge established concepts of what is public, what is private, and what is a “reasonable expectation of privacy.” What ALPR data is collected, how the data is collected, how long the data are retained, who can access the data and for what purposes, and what kind of analytic tools and methodologies are available to query and analyze ALPR data are all critical issues that may impact public acceptance and legal approval.⁸³

Creating and enforcing a comprehensive agency policy, which addresses ALPR objectives, deployment, records management, data quality, hot list management, systems security, data retention and purging, access and use of stored ALPR data, information sharing, accountability, and sanctions for non-compliance can help to ensure that data are properly collected, used, and managed. New Jersey, which retains data for five years, has a comprehensive ALPR policy “to ensure that ALPRs are used only for *bona fide* law enforcement purposes, and that the data collected by these devices are used in accordance with substantive standards and procedural safeguards that appropriately balance the need for law enforcement agencies to prevent and respond to terrorism and other forms of crime against the legitimate privacy interests of persons operating motor vehicles on the roadways of this State.”⁸⁴ The state differentiates between “positive alert data” and “non-alert data,” and specifically restricts and audits access to non-alert data.⁸⁵

Relatively short data retention periods were once necessitated by physical storage constraints. Technological advances, declining costs, and new computing paradigms have vastly expanded the digital storage capacity of modern computers and information systems.⁸⁶ Whether to retain a piece of information or an entire dataset for a month, a year, five years, or indefinitely is now more a matter of policy than physical limitations of technology. As a consequence, developing data retention policies requires consideration of a variety of factors, including privacy concerns associated with ALPR data.

There is no established formula for determining how long ALPR data should be retained, nor have national standards or guidelines been established that agencies can refer to as they develop ALPR data retention policies. The IACP has developed a *Model Policy: License Plate Readers*⁸⁷, but given the disparity between agencies and jurisdictions in ALPR data retention policies and practices, the model policy does not recommend a specific data retention schedule. Given the lack of professional standards in this area, and the broad diversity in ALPR data retention policies and practices observed throughout the nation, IACP has developed some general points for consideration that agencies should review in developing ALPR policies. These points of consideration are based on input from a host of operational practitioners, as well as site visits to 10 law enforcement agencies that had implemented and used ALPR for one or more years as part of this project.⁸⁸

State and local data retention schedules. State and local data retention schedules supersede retention periods established by individual entities. Even where there are no state or local guidelines directly focused on ALPR, existing guidelines related to comparable forms of electronic data and imaging systems may be applicable to ALPR systems.

System type. The type of ALPR system an agency uses may also play a factor in determining retention policies. Fixed ALPR systems, for example, typically capture more license plate reads in a day than mobile or portable ALPR systems. As a consequence, some agencies that use more than one system type establish different retention schedules for each type of deployment, with longer retention periods for mobile and/or portable ALPR systems and shorter periods for fixed ALPR systems.

Situational realities. Political, social, technical, and financial realities are different in every jurisdiction, and each must be weighed against the other and combined with the business needs and priorities of the agency. Where the social and political climate is more favorable to law enforcement's use of ALPR systems, a longer retention period may be possible. Longer retention periods generally require more technical and financial resources for support, however, and agency objectives and priorities in the use of ALPR data should substantively contribute to decisions regarding retention duration.

Loss of value over time. Historical data may lose value over time due to the sale and transfer of automobiles or the ability to obtain information from other governmental departments.

Statutes of limitations. Consideration should also be given to the mission of the agency and to the operational objectives of the ALPR deployment. If the ALPR data are associated with a crime that is subject to a statute of limitations, then an agency may want to set a retention period relative to that statute.

Potential evidentiary value. Potential evidentiary value may not only affect the length of retention but *how* the data are retained. For example, during an investigation it may be determined that the ALPR data could be valuable at a later point. In such a case, a query for all ALPR data within a certain time frame relative to the incident could be run, and the results saved to a CD or thumb drive and placed in the case file so they are available at a later date even if the original data have already been discarded. In this case, while saved ALPR data are no longer subject to the original retention period, they may still be subject to policies regarding evidentiary practices. All ALPR confirmation paperwork (hardcopy and/or electronic) that initiates law enforcement action should be retained until all possible court action has been exhausted, including criminal and civil appeal processes.

Appendix A includes sample ALPR policies from several jurisdictions. These sample policies address a broad range of ALPR implementation, training, technical support, operational uses, data quality and security, data accessibility and use, and data retention practices.

In addition to sample agency policies, a supplemental report, *Privacy issues concerning the utilization of automated license plate readers*⁸⁹, previously prepared by IACP as part of the privacy impact assessment for ALPR, may also provide guidance in developing policies governing ALPR operations. Readers are encouraged to review and address questions posed in the report in developing ALPR policies for their agencies.

Conclusion

ALPR technology is a significant tool in the arsenal of law enforcement and public safety agencies. It automates a tedious, distracting, and manual process that officers regularly complete in their daily operations, and vastly improves their efficiency and effectiveness in identifying vehicles of interest among the hundreds or thousands they observe in routine patrol. Moreover, it generates a rich and enduring record of vehicle sightings, complete with time, date, and geographic location information for each observation. This data can substantially enhance the investigative capacity of law enforcement, and greatly contribute to intelligence collection and analysis functions.

Realizing the core business values that ALPR promises, however, can only be achieved through proper planning, implementation, training, deployment, use, and management of the technology and the information it provides. Like all tools and technologies available to law enforcement, ALPR must also be carefully managed. Agencies must clearly articulate their strategic goals and tactical objectives for the technology, and this strategy should be tightly aligned with the broader strategic plans of the agency. Thorough and ongoing training is required to ensure that the technology performs effectively, and that users are well versed in the operational policies and procedures defined and enforced by the agency.

Policies must be developed and strictly enforced to ensure the quality of the data, the security of the system, compliance with applicable laws and regulations, and the privacy of information gathered. Building robust auditing requirements into agency policies will help enforce proper use of the system, and reassure the public that their privacy interests are recognized and respected.

Endnotes

¹ Automated license plate recognition (ALPR) technology is variously referred to as license plate readers (LPR), automatic number plate recognition (ANPR, primarily in the UK), automatic vehicle identification (AVI), and car plate recognition (CPR). ALPR is fairly commonly used throughout the United States, however, and for purposes of this report it will be used throughout.

² Depending on the state, the central government office registering motor vehicles and issuing license plates may be a separate bureau, division, department, or other office, or they may be part of a larger governmental agency (e.g., Florida Department of Highway Safety and Motor Vehicles).

³ In Virginia, for example, the Code of Virginia, §46.2-600, specifies: “Except as otherwise provided in this chapter every person who owns a motor vehicle, trailer or semitrailer, or his authorized attorney-in-fact, shall, before it is operated on any highway in the Commonwealth, register with the Department and obtain from the Department the registration card and certificate of title for the vehicle. Individuals applying for registration shall provide the Department with the residence address of the owner of the vehicle being registered. A business applying for registration shall provide the Department with the street address of the owner or lessee of the vehicle being registered.” Code of Virginia §46.2-716, A specifies that plates must be “securely fastened to the motor vehicle, trailer, or semitrailer... 1. So as to prevent the plate from swinging, 2. In a position to be clearly visible, and 3. In a condition to be clearly legible.” The code goes on to specify that “No colored glass, colored plastic, bracket, holder, mounting, frame, or any other type of covering shall be placed, mounted, or installed on, around, or over any license plate if such glass, plastic, bracket, holder, mounting, frame, or other type of covering in any way alters or obscures (i) the alpha-numeric information, (ii) the color of the license plate, (iii) the name or abbreviated name of the state wherein the vehicle is registered, or (iv) any character or characters, decal, stamp, or other device indicating the month or year in which the vehicle's registration expires. No insignia, emblems, or trailer hitches or couplings shall be mounted in such a way as to hide or obscure any portion of the license plate or render any portion of the license plate illegible.” Code of Virginia §46.2-716, B.

Currently 31 states and the District of Columbia require vehicles to display two license plates—one on the front of the vehicle and one on the back; 19 states (Alabama, Arizona, Arkansas, Delaware, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, New Mexico, North Carolina, Oklahoma, Pennsylvania, South Carolina, Tennessee, and West Virginia) mandate only a single plate on the rear of the vehicle.

<http://dmvanswers.com/questions/354/Am-I-required-to-have-license-plates-on-the-front-and-back-of-my-car> accessed June 4, 2012.

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http://deldot.gov/information/media_gallery/2008/centennial_plates/license_plate_history.shtml, accessed June 4, 2012. It has been noted elsewhere that “these plates were made by individual owners (with the owner’s initials) rather than state-issued plates.” Massachusetts is credited with being the first state to actually issue license plates to vehicle owners in 1903.
<http://history1900s.about.com/od/1900s/qt/licenseplates.htm>, accessed June 4, 2012.

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http://deldot.gov/information/media_gallery/2008/centennial_plates/de_license_plate_history.shtml, accessed June 4, 2012.

⁶ Nancy Keates, “What Drives People to Take a Creative License?” *Wall Street Journal*, June 23, 2011, at http://online.wsj.com/article/SB10001424052702303745304576359910386002034.html?mod=WSJ_hpp_MIDDLE_Video_Top, accessed June 4, 2012.

⁷ http://www.cbsnews.com/2100-18563_162-3994634.html, accessed June 4, 2012.

⁸ Plate images acquired from <http://www.15q.net/usindex.html>, accessed June 4, 2012.

⁹ http://ctplates.info/ct_vanity.php, accessed June 4, 2012.

¹⁰ http://ftp.txdmv.gov/pub/txdot-info/vtr/slp_brochure.pdf accessed June 4, 2012.

¹¹ Nancy Keates, “What Drives People to Take a Creative License?”, *Wall Street Journal*, June 23, 2011, at http://online.wsj.com/article/SB10001424052702303745304576359910386002034.html?mod=WSJ_hpp_MIDDLE_Video_Top, accessed June 4, 2012. For more detail regarding state statutes addressing licensing and specialty plates, see Bill Kenworthy, “State-by-state statutes governing license plates,” January 20, 2006, at <http://archive.firstamendmentcenter.org/analysis.aspx?id=16337>, accessed June 4, 2012.

¹² Images retrieved from <http://www.myplates.com/>, accessed June 4, 2012.

¹³ Images retrieved from <http://www.mvd.newmexico.gov/Vehicles/Pages/License-Plates.aspx#Personalized>, accessed June 4, 2012.

¹⁴ Travis Crum, “Special license plates bring in \$1.2 million for State Road Fund,” *The Charleston Gazette*, May 29, 2011, at <http://wvgazette.com/News/201105291075>, accessed June 4, 2012.

¹⁵ Katharine Lackey, “States look at corporate plates to help with deficits,” *USA Today*, at http://www.usatoday.com/news/nation/2010-11-04-license-plates_N.htm, accessed June 4, 2012.

¹⁶ Robin Hindery, “Calif. License plates might go digital, show ads for revenue,” Associated Press, *USA Today*, at http://www.usatoday.com/tech/news/2010-06-22-calif-license-plates_N.htm, accessed June 4, 2012.

¹⁷ The America's Missing: Broadcast Emergency Response (AMBER) system was created in 1996 as an early warning system designed to help immediately broadcast information on missing and abducted children. <http://www.amberalert.gov/> accessed June 4, 2012.

¹⁸ Be on the lookout, or BOLO alerts, provide the names and identifying information on individuals who are of investigative interest to law enforcement agencies. <http://www.fbi.gov/news/testimony/terrorism-preparedness-2>, accessed June 4, 2012.

¹⁹ Many references indicate that PSDB developed ANPR in 1976 (see, e.g., Ch. Jaya Lakshmi, A. Jhansi Rani, K. Sri Ramakrishna, and M. KatiKiran, "A Novel Approach for Indian License Plate Recognition System," 6 *International Journal of Advanced Engineering Sciences and Technologies*, 10-14, 2011, at <http://ijaest.iserp.org/archives/9.2-A16-30-11/Vol-No.6-Issue-No.1/3.IJAEST-Vol-No-6-Issue-No-1-A-Novel-Approach-for-Indian-License-Plate-Recognition-System-010-014.pdf>, accessed June 4, 2012; "Drivers on police files for life," *This is Cornwall*, June 30, 2009, at <http://www.thisiscornwall.co.uk/Drivers-police-files-life/story-11398048-detail/story.html>, accessed April 30, 2012), though these and many others appear to quote liberally the brief developmental history of ALPR posted on Wikipedia: "ANPR was invented in 1976 at the Police Scientific Development Branch in the UK. Prototype systems were working by 1979, and contracts were let to produce industrial systems, first at EMI Electronics, and then at Computer Recognition Systems (CRS) in Wokingham, UK. Early trial systems were deployed on the A1 road and at the Dartford Tunnel. The first arrest through detection of a stolen car was made in 1981." http://en.wikipedia.org/wiki/ANPR#Development_history, accessed June 4, 2012.

²⁰ Protection of Freedoms Bill, Memorandum Submitted by the European Secure Vehicle Alliance (ESVA) (PF 11), Session 2010-11, at <http://www.publications.parliament.uk/pa/cm201011/cmpublic/protection/memo/pf11.htm>, accessed June 4, 2012, referencing John Coaffee "Rings of Steel, Rings of Concrete and Rings of Confidence: Designing out Terrorism in Central London pre- and post September 11th," *International Journal of Urban and Regional Research*, Vol 28, Number 1, 2004.

²¹ PA Consulting Group, *Police Standards Unit: Thematic review of the use of automatic number plate recognition within police forces*, December 2006, at [http://gemini.gmu.edu/cebcp/LPR/Thematic_Review_of_ANPR_v2\[1\].pdf](http://gemini.gmu.edu/cebcp/LPR/Thematic_Review_of_ANPR_v2[1].pdf), accessed June 4, 2012.

²² ACPO, *ANPR Strategy for the Police Service – 2010-2013*, at <http://www.acpo.police.uk/documents/crime/2010/201010CRIANP01.pdf>, p. 6, accessed June 4, 2012. This strategic intent has changed only slightly from the original intent, which was announced in 2005 as "Denying Criminals the Use of the Roads," ACPO ANPR Steering Group, *ANPR Strategy for the Police Service – 2005/2008*, March 2005.

²³ PA Consulting Group, *Police Standards Unit: Thematic review of the use of automatic number plate recognition within police forces*, December 2006, at [http://gemini.gmu.edu/cebcp/LPR/Thematic_Review_of_ANPR_v2\[1\].pdf](http://gemini.gmu.edu/cebcp/LPR/Thematic_Review_of_ANPR_v2[1].pdf), accessed June 4, 2012, at p. 59.

²⁴ ACPO, *ANPR Strategy for the Police Service—2012-2013*, (2010) at <http://www.acpo.police.uk/documents/crime/2010/201010CRIANP01.pdf>, pp. 9 and 11, accessed June 4, 2012.

²⁵ The Law Enforcement Management and Administrative Statistics (LEMAS) survey is conducted every 3-4 years by the Bureau of Justice Statistics, Office of Justice Programs, U.S. Department of Justice. LEMAS “collects data from over 3,000 state and local law enforcement agencies, including all those that employ 100 or more sworn officers and a nationally representative sample of smaller agencies. Data are obtained on the organization and administration of police and sheriffs' departments, including agency responsibilities, operating expenditures, job functions of sworn and civilian employees, officer salaries and special pay, demographic characteristics of officers, weapons and armor policies, education and training requirements, computers and information systems, vehicles, special units, and community policing activities.” See: <http://bjs.ojp.usdoj.gov/index.cfm?ty=dcdetail&iid=248>, accessed June 4, 2012.

²⁶ These figures were tabulated online from the LEMAS 2007 dataset (Section VI-Equipment, question 32, LPREADER) accessible through the National Archive of Criminal Justice Data. <http://www.icpsr.umich.edu/icpsrweb/NACJD/series/92>, accessed June 4, 2012.

²⁷ This map was generated based on the analysis of the LEMAS 2007 dataset, as noted above.

²⁸ Cynthia Lum, Linda Merola, Julie Willis, and Breanne Cave, *License Plate Recognition Technology (LPR): Impact Evaluation and Community Assessment*, (Fairfax, VA: George Mason University Center for Evidence-Based Crime Policy, September 2010), http://gemini.gmu.edu/cebcp/LPR_FINAL.pdf, accessed June 4, 2012. 2007 LEMAS data were not available at the time of their study.

²⁹ *Id.*, at p. 19.

³⁰ PERF, *Critical Issues in Policing Series. How Are Innovations in Technology Transforming Policing?* Washington, DC: PERF), January 2012. http://policeforum.org/library/critical-issues-in-policing-series/Technology_web.pdf, and PERF, *Use of Technology in Policing: The Chief's Perspective*, Washington, DC: PERF), April 4, 2011, <http://www.policeforum.org/library/critical-issues-in-policing-series/perfpresentation.pdf>, accessed June 4, 2012.

³¹ See, e.g., Declan *Measuring Cross-Border Travel Times for Freight: Otay Mesa International Border Crossing*, March 31, 2008, at <http://www.ops.fhwa.dot.gov/publications/fhwahop10051/index.htm>; Virginia Department of Transportation, *Tolling Facilities Report, HB 3302 (2007)*, at <http://virginiadot.org/projects/resources/TollingReportforVDOTwebsite.pdf>; Apex Design, *Draft Concept of Operations for the US 36 Managed Lane*, August 4, 2011, at <http://www.coloradodot.info/programs/high-performance-transportation-enterprise-hpte/projects/us-36-hpte-projects/us-36-managed-lanes/IGA%20Phase%20I%20US%2036%20Project%20Executed%20with%20Exhibits.pdf>; Andrew Eberline, *Cost/Benefit Analysis of Electronic License Plates, Final Report 637*, June

2008, at http://www.azdot.gov/TPD/ATRC/publications/project_reports/PDF/AZ637.pdf; Department for Transport, Case Study: London Congestion Charging, June 2, 2010, at <http://www.dft.gov.uk/itstoolkit/CaseStudies/london-congestion-charging.htm>; Fran Spielman, “O’Hare upgrade would let you find and pay for parking with your phone,” *Chicago Sun Times*, May 4, 2012 at <http://www.suntimes.com/news/12318425-418/ohare-upgrade-would-let-you-find-and-pay-for-parking-with-your-phone.html>, “Uninsured Drivers Targeted,” *Mearns Leader*, April 13, 2012, at: <http://www.mearnsleader.co.uk/community/uninsured-drivers-targeted-1-2230630#>; “Uninsured drivers targeted in police crackdown,” *Banffshire Journal*, UK, April 5, 2012, at <http://www.banffshire-journal.co.uk/News/Uninsured-drivers-targeted-in-police-crackdown-05042012.htm>, all accessed June 4, 2012.

³² <http://www.elsag.com/faqs.htm>, <http://pipstechnology.com/news/faq/>, <http://www.vigilantvideo.com/index.html>, accessed June 4, 2012

³³ For a detailed overview and presentation on fixed ALPR, see Chris Morgan, John Gaw, Sam Paul, *Fixed ALPR “Best Practices”*, presentation at the 2011 IACP LEIM Conference, San Diego, California, June 15, 2011, at http://www.theiacp.org/Portals/0/pdfs/LEIM/2011Presentations/Fixed_ALPR_Best_Practice-Final.pdf, accessed June 4, 2012.

³⁴ Jim Kennedy, “Step up to the plate,” *Thinking Highways*, Vol. 4, No. 1, pp. 40-42, 2009 at <http://thinkinghighways.com/Pages/View-issue/View-issue-page.aspx?id=cdb7c667-4536-469b-8670-854bfd3ac23b>, accessed June 4, 2012. Also see, Space and Naval Warfare Systems Center Atlantic, System Assessment and Validation for Emergency Responders (SAVER), *Mobile License Plate Recognition Systems Assessment Report*, (Washington, DC: Department of Homeland Security, September 2009, Revision 1).

³⁵ National Policing Improvement Agency (NPIA), *National ACPO ANPR Standards (NAAS)*, version 4.12, November 2011, at <http://www.acpo.police.uk/documents/crime/2011/201111CBANAAS412.pdf>, accessed June 4, 2012. For more information regarding Schengen, and the 25 members countries, see http://europa.eu/legislation_summaries/justice_freedom_security/free_movement_of_persons_asylum_immigration/133020_en.htm, accessed June 4, 2012.

³⁶ *Id.*, at p. 12.

³⁷ *Id.*, at p. 13.

³⁸ See, e.g., Tim Dees, “New Development in ALPR,” *Police Magazine*, February 2011, at <http://www.policemag.com/Channel/Technology/Articles/Print/Story/2011/02/New-Developments-In-ALPR.aspx>, accessed June 4, 2012.

³⁹ In addition to ALPR technology, the project also supports the development of performance standards for interview-room video technology. IACP Video Standards for Law Enforcement, Project number 2009-IJ-CX-K009.

⁴⁰ Although the initial sample was 500 agencies, agency size was not known in 56 of the agencies, who were subsequently dropped from the sample.

⁴¹ It should be noted that in follow-up conversations, many of the 30 agencies that had indicated they had implemented ALPR but did not respond to the phase two survey, explained that they had only recently begun to use ALPR.

⁴² The City of Dallas, Texas, *Request for Competitive Sealed Proposal, BHZ1217, DPD Mobile and Fixed Automatic License Plate Recognition (ALPR System)*, http://www.scribd.com/doc/88124473/Rfcsp-Dpd-Alpr-System-Ver1-0#outer_page_3, accessed June 4, 2012

⁴³ *Id.*, at p. 96.

⁴⁴ Lisa Sutter, *The Metropolitan [DC] Police Department: Our LPR Experience*, presentation at the 2011 IACP LEIM Conference, San Diego, California, June 15, 2011, at http://www.theiacp.org/Portals/0/pdfs/LEIM/2011Presentations/District-of-Columbia-Metropolitan-Police-Department-Presentation_6-15-11.pdf, accessed June 4, 2012

⁴⁵ “Travelling criminals hit hard by ANPR team,” North Yorkshire Police, UK, April 20, 2012, accessed at <http://www.northyorkshire.police.uk/index.aspx?articleid=8593>. Robert Wilonsky, “Dallas PD intends to use license-plates [sic] readers to catch criminal now and gather ‘information’ for use later,” *The Dallas Morning News*, April 5, 2012, accessed June 4, 2012 at <http://crimeblog.dallasnews.com/archives/2012/04/dallas-pd-intends-to-use-licen.html>; Jay Boreham, “Snapped and nabbed,” *Manukau Courier*, AU, April 17, 2012, accessed June 4, 2012 at <http://www.stuff.co.nz/auckland/local-news/manukau-courier/6754667/Snapped-and-nabbed>.

⁴⁶ Sebastian Montes, “MCPD Wants to Keep License Plate Data Indefinitely,” *Wheaton Patch*, April 11, 2012, at <http://wheaton-md.patch.com/articles/mcpd-wants-to-keep-license-plate-data-indefinitely-76216f6d>, accessed June 4, 2012.

⁴⁷ Julio Valcarcel and Dale Stockton, *ARJIS Regional License Plate Reader Sharing*, presentation at the 2011 IACP Law Enforcement Information Management (LEIM) Annual Conference, San Diego, California June 2011, at http://www.theiacp.org/Portals/0/pdfs/LEIM/2011Presentations/ARJIS_LEIM2011.pdf, accessed June 4, 2012.

⁴⁸ North Yorkshire Police (UK), “Travelling criminals hit hard by ANPR Team,” April 20, 2012, accessed June 4, 2012 at <http://www.northyorkshire.police.uk/index.aspx?articleid=8593>

⁴⁹ Comments by Christopher Koper, PERF, *Critical Issues in Policing Series: “How Are Innovations in Technology Transforming Policing?”* (Washington, D.C.: PERF, 2012), p. 30, at http://policeforum.org/library/critical-issues-in-policing-series/Technology_web.pdf, accessed June 4, 2012. For a report of the actual study, see Bruce Taylor, Christopher Koper, Daniel Woods, “Combating Vehicle Theft in Arizona: A Randomized Experiment with License Plate Recognition Technology,” *Criminal Justice Review*, November 14, 2011, at <http://cjr.sagepub.com/content/early/2011/11/09/0734016811425858>, accessed June 4, 2012.

⁵⁰ Russell A. Neville, “Cincinnati Regional Automatic License Plate Recognition Technology Project,” *The Police Chief Magazine*, vol. LXXVI, no. 6, June 2009, at http://www.policechiefmagazine.org/magazine/index.cfm?fuseaction=display_arch&article_id=1823&issue_id=62009, accessed June 4, 2012

⁵¹ Dale Stockton and Dan Gomez, *Automated License Plate Recognition: Interoperability and Policy and Procedures*, presentation at the 2011 IACP LEIM Annual Conference, San Diego, California June 2011, at <http://www.theiacp.org/Portals/0/pdfs/LEIM/2011Presentations/LEIM-2011-San-Diego-Final.pdf>, accessed June 4, 2012

⁵² State of Maryland, *Automated License Plate Reader Technology Security Integration Strategy*, August 2010, at <http://www.governor.maryland.gov/documents/100804LPRPlan.pdf>, p. 5, accessed June 4, 2012

⁵³ Julio Valcarcel, *Maryland’s LPR Program and Policy Overview*, presentation presented at the 2011 IACP LEIM Conference, June 2011, at <http://www.theiacp.org/Portals/0/pdfs/LEIM/2011Presentations/Maryland's-LPR-Program-and-Policy-Overview.pdf>, at slide 5, accessed June 4, 2012

⁵⁴ See, e.g., South Portland Police Department, *Standard Operating Procedures: Automated License Plate Reader (ALPR)*, Policy # 8-82-F, September 20, 2010, <http://www.maine.gov/sos/SPPD-SOP.pdf>; New York State Division of Criminal Justice Services, *Operation of License Plate Readers for Law Enforcement Agencies in New York State: Suggested Guidelines*, June 2007 <http://www.elsag.com/media/content/NYDCJS%20LPR%20Policy.pdf>; New York State Division of Criminal Justice Services, *Suggested Guidelines: Operation of License Plate Reader Technology*, 2011, <http://criminaljustice.state.ny.us/ofpa/pdfdocs/finalprguidelines01272011a.pdf>; Campbell Police Department, *Automated License Plate Readers: Policy 462*, 2010. <http://www.ci.campbell.ca.us/AgendasMinutes/2010/ca04062010/Item%2008.pdf>; Charlotte-Mecklenburg Police Department, *Standard Operating Procedure: License Plate Reader*, April 29, 2011, <http://gemini.gmu.edu/cebcp/Charlotte-Mecklenberg%20SOP.pdf>; International Association of Chiefs of Police, *Model Policy: License Plate Readers*, August 2011 <http://iacppolice.ebiz.uapps.net/personifyebusiness/OnlineStore/ProductDetail/tabid/55/Default.aspx?ProductId=1223>; Paula T. Dow, *Law Enforcement Directive Promulgating Attorney General Guidelines for the Use of Automated License Plate Readers (ALPRs) and Stored ALPR Data*, Directive No. 2010-5, December 3, 2010, at <http://www.state.nj.us/oag/dcj/agguide/directives/Dir-2010-5-LicensePlateReadersl-120310.pdf>; and Kent Police, *G10 Automatic Number Plate Recognition (ANPR)*, July 2010, http://www.kent.police.uk/about_us/policies/g/g10.html, all accessed June 4, 2012.

⁵⁵ The different types of law enforcement response described here are discussed in the Charlotte-Mecklenburg Police Department SOP, *op. cit.*, at p. 4, for three levels of Terrorist identified by Terrorist Screening Center in their Terrorist Watch List. In addition, officers are instructed to contact the Terrorist Screening Center by telephone, not by radio.

⁵⁶ The South Portland (ME) Police Department, for example, identifies the following sources of hot list information:

“a) NCIC Stolen Vehicle files, as available; b) NCIC Stolen plates and Stolen Canadian plates, as available; c) NCIC Wanted persons, as available; d) NCIC Missing or Endangered person files, as available; e) NCIC Federal Immigration Violators, as available; f) NCIC Supervised Release (Federal Probationers), as available; g) NCIC Nationwide Domestic Violence Protection Orders, as available; h) NCIC Violent Gang and Terrorist Organization File, as available; i) NCIC Sexual Offender; j) BMV records of Suspended Drivers / Habitual Offenders and / or Suspended Registrations, as available; k) and Official BOLOs or alerts, based on specific and articulable facts of a concern for safety, wrongdoing or a criminal investigation, or pursuant to a civil order (e.g., PFA or PHA) or official law enforcement bulletin or teletype (e.g., vehicles associated with crime incidents, suicidal, homicidal, missing or wanted persons, AMBER ALERTS, stolen vehicles, or similar vehicles of interest).” South Portland Police Department, *Standard Operating Procedures, ALPR, Policy # 8-82-F*, September 20, 2010, at p. 8-82-F-2, at <http://www.maine.gov/sos/SPPD-SOP.pdf>, accessed June 4, 2012.

⁵⁷ For examples of the types of files and data included in other agency hot lists, see Norm Gaumont and Dave Babineau, “The Role of Automatic License Plate Recognition Technology in Policing: Results from the Lower Mainland of British Columbia,” *Police Chief Magazine*, vol. LXXV, no. 11, November 2008; Washington Association of Sheriffs and Police Chiefs, *Guidelines for Washington State Law Enforcement: Operation of Automated License Plate Readers*, September 2008, p. 5; Russell Neville, “Cincinnati Regional Automatic License Plate Recognition Technology Project,” *The Police Chief Magazine*, vol. LXXVI, no. 6, June 2009.

⁵⁸ National Policing Improvement Agency (UK), *National ACPO ANPR Standards (NAAS)*, version 4.12, November 2011, also identifies these data elements as part of the ANPR data output, as well as possibly a confidence level of the accuracy of the ‘read’ (similar to AFIS systems), and the CCTV (closed-circuit television) preset value (for CCTV ANPR systems). <http://www.acpo.police.uk/documents/crime/2011/201111CBANAAS412.pdf>, p. 14, accessed June 4, 2012.

⁵⁹ Personal correspondence with Daniel J. Murray, Deputy Chief of Police, Arlington County (VA) Police Department, July 8, 2010. “Missing Endangered Adult, Found/ 10070xxxx/ At 1750 hours Detective [XXXX] broadcast for a missing adult, 67 years of age, suffering from mental illness. An associated vehicle was also broadcast. Detective [XXXX] of the Auto [Theft] unit ran the registration through the LPR system history and discovered that the tag was read 6 times in the last few days in the XXXX block of S. XXXX St. He notified Officer [XXXX] who began to search the area. The victim was located in front of Fire Station #[XXXX] and was in a severe state of dehydration. He was transported to VHS and family was notified. (XXXX, XXXX, XXXX).”

⁶⁰ Al Baker, “Camera Scans of Car Plates are Reshaping Police Inquiries,” *The New York Times*, April 11, 2011, at <http://www.nytimes.com/2011/04/12/nyregion/12plates.html?pagewanted=all>, accessed June 4, 2012.

⁶¹ Allison Klein and Josh White, “License plate readers: A useful tool for police comes with privacy concerns,” *The Washington Post*, November 19, 2011, at http://www.washingtonpost.com/local/license-plate-readers-a-useful-tool-for-police-comes-with-privacy-concerns/2011/11/18/gIQAuEApcN_story.html, accessed June 4, 2012

⁶² Julio Valcarcel, *Maryland’s LPR Program and Policy Overview*, presentation presented at the 2011 IACP LEIM Conference, June 2011, at <http://www.theiacp.org/Portals/0/pdfs/LEIM/2011Presentations/Maryland's-LPR-Program-and-Policy-Overview.pdf>, at slide 5, accessed June 4, 2012.

⁶³ The City of Dallas, Texas, *Request for Competitive Sealed Proposal, BHZ1217, DPD Mobile and Fixed Automatic License Plate Recognition (ALPR System)*, http://www.scribd.com/doc/88124473/Rfcsp-Dpd-Alpr-System-Ver1-0#outer_page_3, accessed June 4, 2012.

⁶⁴ ACPO, *ANPR Strategy for the Police Service—2012-2013*, (2010) at <http://www.acpo.police.uk/documents/crime/2010/201010CRIANP01.pdf>, pp. 9 and 11, accessed June 4, 2012.

⁶⁵ Gaumont, *op. cit.*

⁶⁶ *Attorney General Guidelines for the Use of Automated License Plate Readers (ALPRs) and Stored Data*, (Trenton, NJ: Office of the Attorney General), Issued December 3, 2010; Effective January 18, 2011, at <http://www.state.nj.us/oag/dcj/agguide/directives/Dir-2010-5-LicensePlateReadersl-120310.pdf>, accessed June 4, 2012.

⁶⁷ Me. Rev. Stat. Ann. tit. 29-A, §2117-A (Use of automated license plate recognition systems), at <http://www.mainelegislature.org/legis/statutes/29-A/title29-Asec2117-A.html>, accessed June 4, 2012

⁶⁸ Klein and White, *op. cit.*, at http://www.washingtonpost.com/local/2011/11/05/gIQAoWGdqM_graphic.html, accessed June 4, 2012.

⁶⁹ David Riley, “License plate readers help police, worry privacy groups,” *Taunton Daily Gazette*, July 6, 2011, at <http://www.tauntongazette.com/news/x1860262823/License-plate-readers-help-Mass-police-worry-privacy-groups>; John Lender, “As Use of License Plate Scanners Spreads, Privacy Concerns Deepen” (*Harford Courant*, April 21, 2012), at: <http://www.courant.com/news/politics/hc-lender-column-plate-scanners-0422-20120421,0,7896326.column>; Ontario Information and Privacy Commissioner, *Privacy Investigation: The Toronto Police Service’s use of Mobile License Plate Recognition Technology to Find Stolen Vehicles*, (Toronto, Ontario: Information and Privacy Commissioner), April 29, 2003, at http://www.ipc.on.ca/images/Findings/up-mc_030023_1.pdf; Basich, *op. cit.*; and Klein and White, *op. cit.*, all accessed June 4, 2012.

⁷⁰ Quoted in Baker, *op. cit.* Similar concerns have been expressed in other geographies addressing ALPR, including by the Office of the Victorian (Australia) Privacy Commissioner:

“Other concerns about ANPR centre on the aggregation of data in large, consolidated ANPR networks. The UK National ANPR Data Centre for example has faced criticism because it will centralise ANPR data from 43 police forces in England and Wales, drawing on several thousand cameras. A database in north London will hold the details of millions of British drivers' journeys as recorded by thousands of ANPR camera systems seeded on motorways across the country. City-centre and filling station cameras are also being integrated into the system. The database is stored in a National ANPR Data Centre next to the Metropolitan Police training centre in Hendon. Some 35 million number plates will be recorded each day with details of the time and location. This provides authorities with the time, date and precise location of vehicles as camera sites are also linked to global positioning satellites.[] This will mean that it will no longer be possible to travel on a road anywhere in Britain without being surveilled.” Office of the Victorian [Australia] Privacy Commissioner, Travelsafe Committee Inquiry into Automatic Number Plate Recognition Technology, January 2008, p. 3, citation omitted, at <http://www.privacy.vic.gov.au/privacy/web2.nsf/files/travelsafe-committee-inquiry-into-number-plate-recognition-technology-2008>, accessed June 4, 2012.

⁷¹ Government Accountability Office (GAO), Privacy: Alternatives Exist for Enhancing Protection of Personally Identifiable Information, (Washington, D.C.: GAO, May 2008), p. 1, at <http://www.gao.gov/new.items/d08536.pdf>, accessed June 4, 2012.

⁷² Erika McCallister, Tim Grance, and Karen Scarfone, *Guide to Protecting the Confidentiality of Personally Identifiable Information (PII): Recommendations of the National Institute of Standards and Technology*, (Gaithersburg, MD: NIST, April 2010), p. 2-1, at <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>, accessed June 4, 2012. McCallister, *et. al.*, go on to describe *linked* and *linkable* information: “For example, if two databases contain different PII elements, then someone with access to both databases may be able to link the information from the two databases and identify individuals, as well as access additional information about or relating to the individuals. If the secondary information source is present on the same system or a closely-related system and does not have security controls that effectively segregate the information sources, then the data is considered linked. If the secondary information source is maintained more remotely, such as in an unrelated system within the organization, available in public records, or otherwise readily obtainable (e.g., internet search engine), then the data is considered linkable.” *Id.*

⁷³ International Association of Chiefs of Police (IACP), *Privacy Impact Assessment Report for the Utilization of License Plate Readers*, (Alexandria, VA: IACP, September 2009), p. 10. Also, see *State v. Donis*, 157 N.J. 44 (1998), in which the Supreme Court of New Jersey approved a comparable two-step process for officers randomly checking license plates through a mobile data terminal (MDT). If the license plate MDT inquiry “disclosed that the car was unregistered, reported stolen or that the registered owner was not properly licensed, that information would then justify the police officer accessing the ‘personal information’ from the MDT. The ability of law enforcement officers under step-two to access full information identifying motorists will help protect those officers from danger as they stop and approach motor vehicles.” *Id.*, at <http://caselaw.findlaw.com/nj-supreme-court/1309504.html>

⁷⁴ Association of Chief Police Officers (ACPO) and National Policing Improvement Agency (NPIA), *Practice Advice on the Management and Use of Automatic Number Plate Recognition*, (UK, 2009), pp. 19-21, at <http://www.acpo.police.uk/documents/crime/2009/200907CRIANP01.pdf>, accessed June 4, 2012. For information regarding the UK Data Protection Act, see <http://www.legislation.gov.uk/ukpga/1998/29/contents>, accessed June 4, 2012.

⁷⁵ Justice Harlan first articulated a “constitutionally protected reasonable expectation of privacy” in *Katz v. United States*, 389 U.S. 347 (1967), at 361. Justice Harlan’s two-fold test is “first that a person have exhibited an actual (subjective) expectation of privacy and, second, that the expectation be one that society is prepared to recognize as ‘reasonable.’” *Id.*

⁷⁶ No. 10-1259, Argued November 8, 2011—Decided January 23, 2012, at <http://www.supremecourt.gov/opinions/11pdf/10-1259.pdf>, accessed June 4, 2012.

⁷⁷ *Id.*, at p. 4.

⁷⁸ *Id.*, Justice Alito, with whom Justice Ginsburg, Justice Breyer, and Justice Kagan join, concurring in the judgment, p. 2.

⁷⁹ *Id.*, Justice Sotomayor concurring opinion, pp. 2-3. Citations omitted.

⁸⁰ 489 U.S. 749 (1989).

⁸¹ “...the issue here is whether the compilation of otherwise hard-to-obtain information alters the privacy interest implicated by disclosure of that information. Plainly there is a vast difference between the public records that might be found after a diligent search of courthouse files, county archives, and local police stations throughout the country and a computerized summary located in a single clearinghouse of information.” *Id.*, at p. 764.

⁸² “...the privacy interest in maintaining the practical obscurity of rap-sheet information will always be high. When the subject of such a rap-sheet is a private citizen, and when the information is in the Government’s control as a compilation, rather than as a record of ‘what the Government is up to,’ the privacy interest ... is, in fact, at its apex, while the FOIA-based public interest in disclosure is at its nadir.” *Id.*, at 780. The Society of American Archivists defines practical obscurity as: “The principle that private information in public records is effectively protected from disclosure as the result of practical barriers to access.” at http://www.archivists.org/glossary/term_details.asp?DefinitionKey=3053, accessed June 4, 2012.

⁸³ Lum, et. al., surveyed residents of Fairfax County, Virginia, to assess public perceptions of ALPR technology and police legitimacy. Lum, et. al., *op. cit.*, at pp. 78-99. Also see, Anthony Abdalla, *Policy Issues Regarding Automated License Plate Recognition Technology*, no date, at http://www.police-writers.com/articles/policy_automated_license_plate_recognition_technology.html, accessed June 4, 2012.

⁸⁴ Paula T. Dow, Attorney General, *Directive No. 2010-5, Law Enforcement Directive Promulgating Attorney General Guidelines for the Use of Automated License Plate Readers (ALPRs) and Stored ALPR Data*, (Trenton, NJ: Office of the Attorney General), December 3,

2010, p. 2, at <http://www.state.nj.us/oag/dcj/agguide/directives/Dir-2010-5-LicensePlateReadersI-120310.pdf>, accessed June 4, 2012.

⁸⁵ *Attorney General Guidelines for the Use of Automated License Plate Readers (ALPRs) and Stored Data*, (Trenton, NJ: Office of the Attorney General), Issued December 3, 2010; Effective January 18, 2011, pp. 9-14, *Id.*

⁸⁶ Gordon Moore observed in 1965 that the number of components in integrated circuits doubled every year from 1958 – 1965, and predicted that it would continue for at least the next ten years. Gordon E. Moore, “Cramming more components unto integrated circuits,” *Electronics*, Volume 38, Number 8, April 19, 1965, at ftp://download.intel.com/museum/Moores_Law/Articles-Press_Releases/Gordon_Moore_1965_Article.pdf, accessed June 4, 2012. Processing speed and storage capacity of computers have continued to advance, doubling every 12-18 months, which has also significantly reduced data storage costs. New computing paradigms, such as cloud computing, offer mass storage at commodity pricing. “Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.” Peter Mell and Timothy Grance, *The NIST Definition of Cloud Computing*, (Gaithersburg, MD: National Institute of Standards and Technology), September 2011, p. 2, at <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>, accessed June 4, 2012.

⁸⁷ IACP, *Model Policy: License Plate Readers*, available at <http://iacppolice.ebiz.uapps.net/personifyebusiness/OnlineStore/ProductDetail/tabid/55/Default.aspx?ProductId=1223>, accessed June 4, 2012. In addition, IACP also published a companion report, *License Plate Readers: Concepts and Issues Paper*, August 2010, which provides background information and additional discussion of key issues, including data retention.

⁸⁸ Site visits were conducted as part of this project at Boston (MA) Police Department, Broward County (FL) Sheriff’s Department, Escondido (CA) Police Department, Jefferson Parish (LA) Sheriff’s Office, Kent (WA) Police Department, Long Beach (CA) Police Department, Long Beach (NY) Police Department, Los Angeles (CA) Sheriff’s Department, Minnesota State Patrol, Norfolk (VA) Police Department, and Seattle (WA) Police Department.

⁸⁹ International Association of Chiefs of Police (IACP), *Privacy Issues Concerning the Utilization of Automated License Plate Readers*, (Alexandria, VA: IACP), March 24, 2009, published as Appendix 2, in *Privacy Impact Assessment Report for the Utilization of License Plate Readers*, at <http://www.theiacp.org/LinkClick.aspx?fileticket=N%2bE2wvY%2f1QU%3d&tabid=87>, accessed June 4, 2012.

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Appendix A: Sample Agency ALPR Policies

Note: These sample agency ALPR policies have been downloaded from agency websites. Readers should review and verify the currency of agency policies.

	Charlotte-Mecklenburg Police Department		SOP
	<i>Standard Operating Procedure</i>	License Plate Reader	
		Effective Date 4/29/2011	1 of 6

I. PURPOSE


To establish guidelines for CMPD employees for the deployment, maintenance, training, data storage, and associated uses of license plate readers (LPR) used by CMPD. It is the purpose of these procedures to serve as a guide for the use of LPRs which collect and store large amounts of data (license plates, dates, times, and locations of vehicles) for future records management, analysis and dataset linking.

II. POLICY

LPR technology automates a process that, in the past, was conducted manually by officers, tag by tag, with much discretion. LPR is an information technology system with the capability for quick scanning and matching capabilities. In addition to recovering stolen vehicles, LPR data can be used to confirm a suspect's alibi or whereabouts at a particular date and time. Data may also be used for predictive purposes, i.e., to scan and record vehicular activity in high risk/crime locations and unusual patterns of traffic by one or multiple vehicles resulting in a heightened risk or concern that emerges from analyzing the data.

III. DEFINITIONS

- A. License Plate Recognition (LPR) system: Equipment consisting of camera(s), computer, and computer software used to automatically recognize and interpret the characters on vehicle license plates. The LPR can scan and read over 3,000 license plates per hour. Digital images captured by the cameras are converted into data, which is processed through the LPR system. This data is then compared against a list of license plates bearing some significance to the CMPD. If the information supplied via the LPR system alerts LPR Operators to an offense or relevant intelligence on a vehicle, the vehicles may be stopped to allow further investigation. Stored data may also be analyzed at a further date for investigative purposes.
- B. LPR Manager: Command staff level employee designated by the Chief of Police or designee who is responsible for the management of the LPR program including its administration, troubleshooting, training, repairing and coordinating all aspects of the LPR system.
- C. LPR-Generated Data: All information including GPS coordinates, date and time of a license plate reading, the optical character recognition interpreted data, and any LPR-generated digital photographic image(s) of the license plate and vehicle generated entirely through the use of and by the LPR equipment.
- D. LPR Operator: A sworn employee properly trained in the use of the CMPD LPR system.
- E. Download: The transfer of hot list data from NCIC, KBCOPS, or other data sources consisting of license plates and associated data.
- F. External Hot List: A database populated with items of specific concern to the investigative and/or enforcement interests within the CMPD's jurisdiction. External hot lists originate from sources other than CMPD such as NCIC data.

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	<i>Standard Operating Procedure</i>	License Plate Reader	
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- G. Local Hot List: An addition to the LPR server database that is appended to the External Hot List. The local hot list consists of license plates of local investigative significance entered into the server hot list from sources such as KBCOPS or GangNet.
- H. Alert: A positive indication, by visual and/or audible signal, of a potential match between data on the hot list and a license plate scanned by the LPR system. An alert is not conclusive confirmation that a license plate is wanted. Additional investigation is always warranted when an alert is indicated.


IV. DAILY CHECKLIST and PATROL PROCEDURES

A. Daily Checklist

1. Officers will visually inspect the exterior cameras to ensure the lenses are clear and the cameras have not been altered in any way.
2. Download the most current data file of stolen and "of interest" vehicles containing all of the current NCIC information.
3. Manually add any license plate numbers of interest that warrant a law enforcement related alert.
4. LPR Operators should leave the LPR system operational while patrolling during the duration of the shift. The LPR screen can be minimized in the background and can be constantly operational even when on other calls or conducting preventative patrol.
5. LPR Operators can adjust the manner in which they drive to maximize the number of tags being read.
 - a. The front facing camera allows for the tags to be read in close proximity to the right front of the police vehicle.
 - b. The rear facing allows for tags to be read at a further distance in relation to the camera and is designed to capture tags on vehicles traveling the opposite direction of the police vehicle.
 - c. The side facing camera allows for tags to be read on vehicles in a parked position. This function is best utilized when driving in parking lots with a high volume of vehicles.
6. Officers must upload LPR data to the computer server at the end of each shift and confirm that the data transfer is complete.

B. Patrol Procedures


1. Use crime analysis to accurately target patrols in areas specifically related to crime trends where the collection of this data will benefit future and current investigations.

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2. Target areas should be small enough (usually less than a half mile wide) for patrol units to drive through every street within the hotspot in less than 30 minutes.
3. Staying in strategic locations for 30 minutes or less LPR Operators would be more effective in deterring criminal activity.
4. LPR Operators should be given 3-5 small crime strategic locations to patrol in a shift.
5. To maximize effectiveness, LPR Operators should move from strategic location to strategic location in a completely random fashion.
6. LPR Operators should use "sweep and sit" scheme.
7. "Sweep" each strategic location at least once for parked and moving vehicles.
8. "Sit" at certain locations, at the discretion of the LPR Operator, in which the probability of a suspect vehicle traveling by would be the greatest.

V. Responsibilities

- A. LPR Operators shall receive formal training prior to using the LPR system.
- B. LPR Operators shall exercise safety when operating the LPR system.
 1. Use of any device during the operation of a motor vehicle must comply with current State law including CMPD Policies and Directives.
 2. LPR Operators will pay careful attention to driving and will not use the LPR system in any manner that would endanger or distract them, resulting in an accident.
- C. It shall be the responsibility of each LPR Operator to ensure the download of the most recent hot list occurs on the mobile computer prior to deployment of the LPR equipment.
- D. When using an LPR-equipped vehicle, LPR Operators should have the system in operation to include a connection to the LPR server so as to maximize the opportunity to scan vehicles, compare them to the hot list and collect LPR data in a central repository.
- E. Upon receiving an alert, the LPR Operator will use the displayed information to determine the accuracy and nature of the alert. The LPR Operator will visually verify that the subject tag and the actual read on the LPR screen are the same (i.e. correct letters, numbers, state and any other information that can be matched).
- F. Once the LPR Operator has confirmed that the alert is valid, he or she shall take appropriate action based on the type of alert in accordance with training.

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1. If the alert is for a stolen or felony vehicle, the LPR Operator will confirm the alert is still active by running a check on the information through NCIC.
 - a. Receipt of a stolen or felony vehicle LPR alert may not rise to the level of reasonable suspicion and is certainly not sufficient probable cause to arrest without confirmation that the vehicle is still wanted.
 - b. If the alert is for another type of want, the LPR Operator will read the description of the alarm and use the appropriate action or reporting method. Confirmation of the alert is essential prior to the stop of any person.

- G. Ensure that all positive "hits" on the Terrorist Watch List are reported to the Terrorist Screening Center (TSC). All Terrorist Watch List hits will be handled by phone. There will be no radio traffic concerning Terrorist hits except in the case of emergencies. LPR Operators must be familiar with the (3) three levels of Terrorist.

Watch List hits:


1. Level (1) one stop hold and contact TSC
 2. Level (2) two keep a visual and contact TSC for further instructions and do not alert subjects of your presence
 3. Level (3) three document information, take no action, report information to TSC
- H. Some LPR Operators will be power users and may assist with the training of Operators, troubleshooting problems with the LPR system, helping their co-workers understand the value of the LPR system, and improving the operations of the LPR system.

VI. SUPERVISORS

- A. Supervisors will monitor the use of LPR systems and ensure they are being deployed regularly.
- B. Supervisors will ensure LPR systems are deployed during the shift by trained LPR Operators.
- C. The LPR systems should be deployed to maximize its ability to scan as many license plates as possible.
- D. The supervisor shall investigate any damage to LPR's in accordance with established procedures. Damage and any reports or documentation will be forwarded to the LPR Manager.

VII. LPR MANAGER

- A. The LPR Manager will determine how the LPR system will be integrated into CMPD patrol function and will also determine any restrictions for the use of the LPR system .
- B. The LPR Manager will validate training for LPR Operators to ensure LPR Operators

	Charlotte-Mecklenburg Police Department		SOP
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are properly trained before accessing LPR data or participating in LPR field operations, to ensure training is timely and adequate, to ensure proper operations in accordance with this Standard Operating Procedure, and to ensure all training is documented.


- C. The LPR Manager will recommend policy changes to the Field Operations Deputy Chief in his or her chain of command.

VIII. DATA RETENTION and USE

- A. Data will be stored on CMPD database residing on a City of Charlotte server and will not be stored outside the control of the CMPD.
- B. All LPR-generated data will be purged after an 18-month retention period unless a longer retention period has been identified for court or investigative purposes.
 1. For retention beyond the 18-month retention period, officers must scan the "Exhibit Report" into KBCOPS.
 2. LPR Operators will be responsible for advising their supervisor when LPR data they marked for extended retention is no longer needed.
 3. The LPR system automatically erases stored data when the retention period has elapsed.
- C. Access to LPR data is restricted to CMPD personnel, in furtherance of a criminal justice purpose, LPR data may be shared verbally by a member of CMPD with another criminal justice agency. Any other use of this data is strictly forbidden.
 1. Users will be able to access the LPR data by providing the established user name and password. This access will allow for the user to query information as it pertains to vehicle tags read by the tag reader cameras.
 2. The LPR manager will determine the personnel to have access to the database for investigative queries and reports. Any requests for database access will be handled on a case by case basis and those granted access will be provided the user name and password for access.
 3. Information stored includes a photo of the registration plate showing the rear of the vehicle, a date and time stamp of when the registration plate was read by the LPR, and a GPS coordinate to identify the exact location the registration plate was read by the LPR.

IX. LPR MAINTENANCE

1. Neither the LPR equipment nor or software operating system shall be modified without direction from the LPR Manager.
2. Under no circumstances shall an LPR unit be connected to or removed from the vehicle while the LPR unit is powered up. Connection or disconnection of

	Charlotte-Mecklenburg Police Department		SOP
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the camera unit from the LPR system when powered will result in significant damage to the LPR system.

3. Any time the LPR unit is disconnected or removed from the vehicle, it shall be placed in a protective storage case or the LPR's original packaging and secured to prevent damage.
4. LPR camera lenses may be cleaned with glass cleaner or mild soap and water and a soft, non-abrasive cloth.
5. Damage to LPR equipment shall be immediately reported to a supervisor. The supervisor shall document (and investigate, if necessary) any damage in accordance with established procedures. Damage will also be reported to the supervisor's Captain and the LPR Manager.
6. The LPR Manager shall be notified immediately of any LPR equipment needing maintenance or repair and ensure that all maintenance and repair of LPR equipment is completed.



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Governor

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Lieutenant Governor

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PAULA T. DOW
Attorney General

DIRECTIVE NO. 2010-5

TO: Director, Office of Homeland Security and Preparedness
Director, Division of Criminal Justice
Superintendent, New Jersey State Police
All County Prosecutors
All County Sheriffs
All Police Chiefs
All Law Enforcement Chief Executives

FROM: Paula T. Dow, Attorney General

DATE: December 3, 2010

SUBJECT: **Law Enforcement Directive Promulgating Attorney General Guidelines for the Use of Automated License Plate Readers (ALPRs) and Stored ALPR Data**

In order to fulfill the mission of protecting the public, the New Jersey law enforcement community must take full advantage of new crime-fighting technologies as they become available. Automated license plate readers (ALPRs) are now being used by a number of law enforcement agencies around the nation, and a number of police agencies in New Jersey have recently acquired these devices or are planning to do so in the near future. License plate recognition technology can be used to support a wide range of law enforcement operations and activities, including homeland security, criminal and terrorist suspect interdiction, revoked/suspended driver interdiction, stolen property recovery, stay-away order enforcement and, of course, the apprehension of individuals who are subject to an outstanding arrest warrant.

These devices enable police officers to recognize and take immediate action against vehicles and persons who are subject to an investigative detention or arrest based on a "Be on the Lookout" bulletin. The data collected by ALPRs can also provide solid investigative leads if, for example, a device happened to be scanning license plates near a crime scene, allowing police to locate potential suspects, witnesses, or victims by identifying vehicles that were in the vicinity at the time of the



offense. A careful analysis of stored ALPR data can also be used to detect suspicious activities that are consistent with the *modus operandi* of criminals. This new technology can in this way serve an especially important role in protecting our homeland from terrorist attack, as shown by the fact that many of the devices that are now or soon will be in operation in this State were purchased with homeland security grant monies.

While license plate recognition technology can help to protect public safety, the widespread deployment and use of ALPRs, and especially the collection and storage of data pertaining to individuals who are not reasonably believed to be involved in unlawful activity, raise legal and policy issues. Notably, the New Jersey Supreme Court has held that while police are permitted to "run the plates" of any vehicle they encounter while on patrol, and need not have a particularized reason before checking a vehicle's license plates against a government database, police in this State may not as a result of any such lookup be shown personal identifying information about a motorist unless there is a particularized basis for further police action. See *State v. Donis*, 157 N.J. 44 (1998). The Guidelines attached hereto are designed to protect the legitimate privacy interests of motorists by implementing the non-disclosure rule established in *Donis* and by adapting the *Donis* Court's rationale to the context and capabilities of ALPR technology.

Recognizing that our experience with this new and evolving technology is limited, and that we still have much to learn about how best to incorporate these devices into our arsenal of investigative techniques, it is appropriate for me as the State's chief law enforcement officer to issue uniform statewide guidelines to ensure that ALPRs are used only for *bona fide* law enforcement purposes, and that the data collected by these devices are used in accordance with substantive standards and procedural safeguards that appropriately balance the need for law enforcement agencies to prevent and respond to terrorism and other forms of crime against the legitimate privacy interests of persons operating motor vehicles on the roadways of this State.

THEREFORE, I, Paula Dow, Attorney General of the State of New Jersey, pursuant to the authority granted to me by the Constitution of the State of New Jersey and by the Criminal Justice Act of 1970, N.J.S.A. 52:17B-97 et seq., and in consultation with the Director of the New Jersey Office of Homeland Security and Preparedness, hereby Direct the following:

1. Adoption of Guidelines

The "*Attorney General Guidelines for the Use of Automated License Plate Readers and Stored ALPR Data*" (dated December 3, 2010) attached to this Directive and incorporated by reference into this Directive are hereby adopted and shall be followed and enforced by all law enforcement agencies and officers operating under

the authority of the laws of the State of New Jersey.

2. Implementation

Every law enforcement agency operating under the authority of the laws of the State of New Jersey that possesses or uses one or more automated license plate readers shall, within 45 days of the issuance of this Directive, promulgate and enforce a rule, regulation, standard operating procedure, directive, or order, in a form as may be appropriate given the customs and practices of the agency, which shall comply with and implement the provisions of the attached Guidelines, and which shall provide that any sworn officer or civilian employee of the agency who knowingly violates the agency's rule, regulation, standard operating procedure, directive, or order shall be subject to discipline. A law enforcement agency operating under the authority of the laws of the State of New Jersey that purchases an automated license plate reader on or after the effective date of this Directive shall not operate the device without having promulgated a rule, regulation, standing operating procedure, directive, or order in accordance with this section.

3. Scope

The provisions of this Directive and of the attached Guidelines pertaining to stored ALPR data apply to all law enforcement agencies operating under the authority of the laws of the State of New Jersey that access or use stored ALPR data, even if the agency does not own or operate an ALPR.

4. Questions and Controversies

All questions concerning the interpretation, implementation, or enforcement of this Directive, or of the attached Guidelines, shall be addressed to the Attorney General or his or her designee.

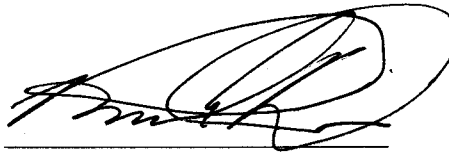
5. Periodic Review

The Director of the Division of Criminal Justice, in consultation with the Superintendent of the New Jersey State Police, the Director of the Office of Homeland Security, the County Prosecutors, the County Sheriffs, and the New Jersey Association of Chiefs of Police, shall, within one year of the effective date of this

Directive, report to the Attorney General on the implementation of this Directive, and on any recommendations for revising the attached Guidelines.

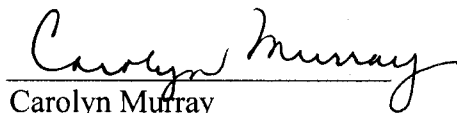
6. Effective Date

This Directive shall take effect 45 days after it is issued in order to provide an opportunity for law enforcement agencies to comply with its requirements and to establish and enforce policies and procedures consistent with the attached Guidelines. Once effective, this Directive shall remain in force and effect unless and until a repealed, amended, or superseded by Order of the Attorney General.



Paula T. Dow
Attorney General

Attest:



Carolyn Murray
Counsel to the Attorney General

Issued on: December 3, 2010
Effective on : January 18, 2011

ATTORNEY GENERAL GUIDELINES FOR THE USE OF AUTOMATED LICENSE PLATE READERS (ALPRs) AND STORED ALPR DATA

(Issued December 3, 2010; Effective January 18, 2011)

1. PURPOSE AND SCOPE

1.1 Reasons for Promulgating Uniform Statewide Guidelines

The purpose of these Guidelines is to provide direction to law enforcement agencies and officers on the appropriate use of Automated License Plate Readers (ALPRs) and the data that are collected by these devices and stored for future law enforcement use. These Guidelines are not intended to serve as a comprehensive operational manual. Rather, they are meant to ensure that ALPRs and ALPR-generated data are used in an appropriate manner and only for *bona fide* public safety purposes.

The following Guidelines, which are promulgated pursuant to Attorney General Law Enforcement Directive 2010-5, should be interpreted and applied so as to achieve the following objectives:

- to ensure that “BOLO lists” (the compilation of targeted license plates that an ALPR is “on the lookout” for) that are programmed into the internal memory of an ALPR or that are compared against stored ALPR data are comprised only of license plates that are associated with specific vehicles or persons for which or whom there is a legitimate and documented law enforcement reason to identify and locate, or for which there is a legitimate and documented law enforcement reason to determine the subject vehicle’s past location(s) through the analysis of stored ALPR data;
- to ensure that data that are captured by an ALPR can only be accessed by appropriate law enforcement personnel and can only be used for legitimate, specified, and documented law enforcement purposes;
- to permit a thorough analysis of stored ALPR data to detect crime and protect the homeland from terrorist attack while safeguarding the personal privacy rights of motorists by ensuring that the analysis of stored ALPR data is not used as a means to disclose personal identifying information about an individual unless there is a legitimate and documented law enforcement reason for disclosing such personal information to a law enforcement officer or civilian crime analyst; and
- to ensure that stored ALPR data are purged after a reasonable period of time so as to

minimize the potential for misuse or accidental disclosure.

1.2 Applicability of Guidelines

These Guidelines apply to all law enforcement agencies that operate under the authority of the laws of the State of New Jersey that own or operate one or more ALPRs, that collect and maintain ALPR data, and/or that receive or are provided access to ALPR data collected by another agency.

1.3 Non-Enforceability of Rights by Third Parties

These Guidelines are issued pursuant to the Attorney General's authority under the Criminal Justice Act of 1970, N.J.S.A. 52:17B-97 et seq., to ensure the uniform and efficient enforcement of the laws. These Guidelines impose limitations on the exercise of law enforcement discretion and the use of and access to ALPR-related data that may extend beyond the requirements of the United States and New Jersey Constitutions, and federal and state statutory law. Nothing in these Guidelines should be construed in any way to create any rights beyond those established under the Constitutions, statutes, and regulations of the United States and the State of New Jersey. The provisions of these Guidelines are intended to be implemented and enforced by law enforcement agencies that possess or use ALPRs, the New Jersey Office of Homeland Security and Preparedness, the County Prosecutors, and the Department of Law and Public Safety, and these provisions do not create any rights that may be enforced by any other persons or entities.

3. **DEFINITIONS**

As used in these Guidelines:

"Automated License Plate Reader" or "ALPR" means a system consisting of a camera, or cameras, and related equipment that automatically and without direct human control locates, focuses on, and photographs license plates and vehicles that come into range of the device, that automatically converts digital photographic images of scanned license plates into electronic text documents, that is capable of comparing scanned license plate text data with data files for vehicles on a BOLO (be on the lookout) list programmed into the device's electronic memory, and that notifies police, whether by an audible alert or by other means, when a scanned license plate matches the license plate on the programmed BOLO list. The term includes both devices that are placed at a stationary location (whether permanently mounted, or portable devices positioned at a stationary location) and mobile devices affixed to a police vehicle and capable of operating while the vehicle is in motion.

"BOLO (Be on the Lookout)" or "BOLO situation" refers to a determination by a law

enforcement agency that there is a legitimate and specific law enforcement reason to identify or locate a particular vehicle, or, in the case of a post-scan BOLO, there is a legitimate and specific reason to ascertain the past location(s) of a particular vehicle.

“BOLO list,” sometimes referred to colloquially as a “hot list,” is a compilation of one or more license plates, or partial license plates, of a vehicle or vehicles for which a BOLO situation exists that is programmed into an ALPR so that the device will alert if it captures the image of a license plate that matches a license plate included on the BOLO list. The term also includes a compilation of one or more license plates, or partial license plates, that is compared against stored license plate data that had previously been scanned and collected by an ALPR, including scanned license plate data that is stored in a separate data storage device or system.

“Initial BOLO list” refers to the BOLO list that was programmed into an ALPR at the time that the device was being used to scan license plates in the field.

“Post-Scan BOLO list” refers to a BOLO list that is compared against stored data collected by an ALPR, including scanned license plate data that has been transmitted to another device or data storage system.

“Stored data” refers to all information captured by an ALPR and stored in the device’s memory or in a separate data storage device or system. The term includes the recorded image of a scanned license plate and optical character recognition data, a contextual photo (*i.e.*, a photo of the scanned vehicle and/or occupants), global positioning system(“GPS”) data (when the ALPR is equipped with a GPS receiver) or other location information, and the date and time of the scan. The term applies to both alert data and non-alert data that has been captured and stored by an ALPR or in a separate data storage device or system.

“Alert data” means information captured by an ALPR relating to a license plate that matches the license plate on an initial BOLO list or a post-scan BOLO list.

“Immediate alert” refers to an alert that occurs when a scanned license plate matches the license plate on an initial BOLO list and that is reported to the officer operating the ALPR, by means of an audible alarm or by any other means, at or about the time that the subject vehicle was encountered by the ALPR and its license plate was scanned by the ALPR.

“Non-encounter alert” refers to an immediate alert where the officer operating the ALPR is instructed to notify the agency that put out the BOLO without initiating an investigative detention of the subject vehicle or otherwise revealing to the occupant(s) of that vehicle that its location has been detected or that it is the subject of law enforcement attention (*e.g.*, a Violent Gang or Terrorist Organization File (VGTOF) alert).

“Personal identifying information” means information that identifies one or more specific individuals, including an individual’s name, address, social security number, vehicle operator’s

license number, or biometric records. The term includes personal identifying information that is included within the data comprising a BOLO list, as well as personal identifying information that is learned by checking a license plate scanned by an ALPR against the Motor Vehicle Commission database or any other data system that contains personal identifying information.

“Scan” refers to the process by which an ALPR automatically focuses on, photographs, and converts to digital text the license plate of a vehicle that comes within range of the ALPR.

“Authorized user” means a sworn or civilian employee of a law enforcement agency who has been authorized by the chief of the agency, or by the Attorney General or a county prosecutor or his or her designee, to operate an ALPR, or to access and use ALPR stored data, and who has successfully completed training provided by the agency on the agency’s ALPR policy and on these Guidelines.

“Designated supervisor” means a superior officer assigned by the chief of a law enforcement agency to oversee and administer, or to assist in overseeing and administering, the agency’s use of ALPRs and stored ALPR data. A law enforcement agency may have more than one designated supervisor.

“Chief” of a department or agency means the highest ranking sworn officer of a law enforcement agency.

“Post-Scan BOLO query” refers to the process of comparing a post-scan BOLO list against stored ALPR data.

“Crime scene query” refers to the process of accessing and reviewing stored ALPR data that had been originally scanned at or about the time and in the vicinity of a reported criminal event for the purpose of identifying vehicles or persons that might be associated with that specific criminal event as suspects, witnesses, or victims.

“Criminal event” means a specific incident, or series of related specific incidents, that would constitute an indictable crime under the laws of the State of New Jersey, whether or not the incident(s) have occurred or will occur within the State of New Jersey. The term includes an attempt or conspiracy to commit a crime, or actions taken in preparation for the commission of the crime, such as conducting a surveillance of the location to identify and evade or thwart security measures, or conducting a rehearsal of a planned crime. The term includes two or more separate criminal acts or episodes that are linked by common participants or that are reasonably believed to have been undertaken by a criminal organization or as part of an ongoing conspiracy.

“Crime trend analysis” refers to the analytical process by which stored ALPR data is used, whether alone or in conjunction with other sources of information, to detect crime patterns by studying and linking common elements of recurring crimes; to predict when and where future crimes may occur; and to link specific vehicles to potential criminal or terrorist activity. The term includes

an automated process in which a computer program analyzes stored data to identify potentially suspicious activity or other anomalies involving one or more scanned vehicles and where such automated analysis is done without disclosing personal identifying information about any individual to an authorized user or any other person except as may be authorized pursuant to Section 10.2.3 of these Guidelines.

4. **DEPLOYMENT OF ALPRS**

4.1 Restricted Uses

An ALPR and data generated by an ALPR shall only be used for official and legitimate law enforcement business.

4.2 ALPR Scanning Limited to Vehicles Exposed to Public View

An ALPR shall only be used to scan license plates of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shopping mall or other business establishment).

4.3 Supervisory Approval of All ALPR Deployments

An ALPR shall not be deployed in the field unless the deployment has been authorized by the chief of the department or a designated supervisor, or by the Attorney General or designee or a county prosecutor or designee. Such authorization may be given for repeated or continuous deployment of an ALPR (e.g., mounting the device on a particular police vehicle, or positioning the ALPR at a specific stationary location), in which event the deployment authorization shall remain in force and effect unless and until rescinded or modified by the chief or designated supervisor, or the Attorney General or county prosecutor or designee.

4.4 Trained Operators and Analysts

A sworn officer or civilian employee of the department may operate an ALPR or access or use ALPR stored data only if the person has been designated as an authorized user by the chief of the department, or by the Attorney General or designee or a county prosecutor or designee, and has received training from the department on the proper use and operation of ALPRs, the requirements of Attorney General Law Enforcement Directive 2010-5, and these Guidelines, and any policies and

procedures governing the use of ALPRs and ALPR data issued by the department pursuant to Attorney General Directive 2010-5 and Section 14 of these Guidelines.

5. MAINTENANCE OF RECORDS

5.1 Records Documenting the Deployment of ALPRs

Each department that owns or operates an ALPR shall maintain a written or electronic record that documents the following information:

date and time when the ALPR was deployed;

whether the ALPR was mobile, or was stationed at a fixed specified location;

the identity of the operator;

whether ALPR data was transferred to any other database or data storage device or system.

5.2 Records Documenting the Use of Stored ALPR Data

Each department that stores ALPR data shall maintain a record of all access to stored ALPR data. The department's ALPR data record keeping system, which may be automated, shall document the following information:

the date and time of access, and, in the case of access to stored non-alert data, the type of access authorized by Section 10.2 of these Guidelines (*i.e.*, post-scan BOLO query, crime scene query, or crime trend analysis);

the authorized user who accessed the stored data;

whether an automated software program was used to analyze stored data;

the designated supervisor who reviewed and approved any disclosure of personal identifying information based upon crime trend analysis when such approval is required by Section 10.2.3 of these Guidelines;

the designated supervisor who approved any use of an automated crime trend analysis computer program that would automatically alert and disclose personal identifying

information in accordance with Section 10.2.3;

any other information required to be documented pursuant to Section 10.2 or any other provision of these Guidelines.

5.3 Maintenance of Records

All written or electronic records of ALPR activity and access to ALPR data shall be maintained by the department for a period of five years, and shall be kept in a manner that makes such records readily accessible to any person authorized by these Guidelines to audit the department's use of ALPRs and ALPR-generated data. When a department employs an automated system to record any information that is required to be documented pursuant to these Guidelines, it shall not be necessary for the department to maintain duplicate records of any events or transactions that are documented by the automated record-keeping system.

6. **CONTENT AND APPROVAL OF BOLO LISTS**

6.1 Criteria for and Examples of Legitimate BOLO Situations

A license plate number or partial license plate number shall not be included in an ALPR initial BOLO list unless there is a legitimate and specific law enforcement reason to identify or locate that particular vehicle, or any person or persons who are reasonably believed to be associated with that vehicle. A license plate or partial license plate number shall not be included in a Post-Scan BOLO list unless there is a legitimate and specific law enforcement reason to ascertain the past locations(s) of that particular vehicle, or of any person or persons who are reasonably believed to be associated with that vehicle.

Examples of legitimate and specific reasons include, but are not limited to: persons who are subject to an outstanding arrest warrant; missing persons; AMBER Alerts; stolen vehicles; vehicles that are reasonably believed to be involved in the commission of a crime or disorderly persons offense; vehicles that are registered to or are reasonably believed to be operated by persons who do not have a valid operator's license or who are on the revoked or suspended list; vehicles with expired registrations or other Title 39 violations; persons who are subject to a restraining order or curfew issued by a court or by the Parole Board, or who are subject to any other duly issued order restricting their movements; persons wanted by a law enforcement agency who are of interest in a specific investigation, whether or not such persons are themselves suspected of criminal activity; and persons who are on any watch list issued by a State or federal agency responsible for homeland security.

6.2 Batch Downloading of BOLO List Data

BOLO list information may be downloaded in batch form from other databases, including but not limited to the National Crime Information Center (NCIC), National Insurance Crime Bureau, United States Department of Homeland Security, and Motor Vehicle Commission database.

6.3 Updates to BOLO Lists

An initial BOLO list may be revised at any time. In the event that an initial BOLO list is constructed, in whole or in part, with sets of data downloaded from another database, so as to account for any changes that may have been made in the data maintained in those other databases, updates to the initial BOLO list shall, in the case of a mobile unit attached to a police vehicle, be made at the start of each shift, and in the case of an ALPR positioned at a stationary location, be made as frequently as is practicable, and on not less than a daily basis. Information concerning any license plate that is referenced in an AMBER Alert activated by the New Jersey State Police shall be added to the initial BOLO list as expeditiously as possible, and shall remain in the initial BOLO list until the AMBER Alert expires or is withdrawn.

6.4 Special Instructions for Immediate Alert Response

When practicable, the reason for placing a vehicle on BOLO list shall be included with the BOLO and shall be disclosed to the officer who will react to an immediate alert. If for any reason an officer reacting to an immediate alert should not initiate an investigative detention (*e.g.*, where the license plate was included in the BOLO list because the department or any other agency wanted to be notified of the location of the subject vehicle without alerting the driver/occupants that they are the subject of law enforcement attention, such as in the case of Violent Gang or Terrorist Organization File (VGTOF) alert), to the extent feasible, the information attached to the license plate on the BOLO list shall be entered in such a way as to cause the ALPR to clearly designate an immediate alert as a "non-encounter" alert, and shall provide specific instructions to the officer as to who to notify of the alert. See Section 7, *infra*.

7. **POLICE ACTIONS IN RESPONSE TO AN IMMEDIATE ALERT**

When an officer operating a vehicle equipped with an ALPR receives an immediate alert, the officer shall take such action in response to the alert as is appropriate in the circumstances. An officer alerted to the fact that an observed motor vehicle's license plate is on the BOLO list may be required to make a reasonable effort to confirm that a wanted person is actually in the vehicle before

the officer would have a lawful basis to stop the vehicle. See State v. Parks, 288 N.J. Super. 407 (App. Div. 1996) (police do not have reasonable suspicion to justify a stop based on a computer check that shows that the operator's license of the registered owner of the vehicle is suspended unless the driver generally matches the owner's physical description (*e.g.*, age and gender)).

An officer reacting to an immediate alert shall consult the database to determine the reason why the vehicle had been placed on the BOLO list and whether the alert has been designated as a non-encounter alert. In the event of a non-encounter alert, the officer shall follow any instructions included in the alert for notifying the law enforcement or homeland security agency that had put out the BOLO. See Section 6.4, supra.

8. SECURITY OF STORED ALPR DATA

8.1 Physical Security and Limited Access

All ALPR stored data shall be kept in a secure data storage system with access restricted to authorized persons. Access to this stored data shall be limited to the purposes described in Section 10 of these Guidelines.

8.2 Differentiation of Stored Positive Alert Data From Non-Alert Data

Stored ALPR data shall be maintained electronically in such a manner as to distinguish alert data from non-alert data so as to ensure that access to and use of non-alert data and any disclosure of personal identifying information resulting from the analysis of non-alert data occurs only as may be authorized pursuant to section 10.2 of these Guidelines. Positive alert data may, as appropriate, be transferred to the appropriate active investigation file, see also Section 10.1, infra, and may as appropriate be placed into evidence in accordance with the department's evidence or records management procedures.

9. RETENTION PERIOD AND PURGING OF STORED DATA

Each law enforcement agency shall, pursuant to the provisions of Section 14 of these Guidelines, establish and enforce procedures for the retention and purging of stored ALPR data in accordance with this Section. ALPR stored data shall be retained for a period of five years, after which, the data shall be purged from the agency's data storage device or system. A law enforcement agency may purge ALPR data before the expiration of the five-year retention period only if the data has been transferred to the State Police Regional Operations Intelligence Center (R.O.I.C.) or any other system that aggregates and stores data collected by two or more law enforcement agencies in accordance with the provisions of these Guidelines. Any ALPR data transferred to another agency

shall indicate the date on which the data had been collected by the ALPR so that the receiving agency may comply with the five-year retention and purging schedule established in this Section. See also Section 11.1 and 11.2, infra.

10. **LIMITATIONS ON ACCESS TO AND USE OF STORED ALPR DATA**

10.1 Access to Positive Alert Data

An authorized user may access and use stored ALPR alert data as part of an active investigation or for any other legitimate law enforcement purpose, including but not limited to a post-scan BOLO query, a crime scene query, or crime trend analysis. A record shall be made of the access to the data, which may be an automated record, that documents the date of access, and the identity of the authorized user. An authorized user need not obtain approval from the chief or designated supervisor, or Attorney General or county prosecutor or designee, for each occasion on which he or she accesses and uses stored ALPR data. Once positive alert data has been accessed and transferred to an investigation file, it shall not be necessary thereafter to document further access or use of that data pursuant to these Guidelines.

10.2 Access to Non-Alert Data

Access to and use of stored non-alert ALPR data is limited to the following three purposes: a post-scan BOLO query, a crime-scene query, and crime trend analysis. An authorized user does not need to obtain approval from the chief or a designated supervisor, or Attorney General or county prosecutor or designee, for each occasion on which he or she accesses and uses stored non-alert data pursuant to this Section.

10.2.1 Post-Scan BOLO Query

A law enforcement agency is authorized to compare a post-scan BOLO list against stored ALPR data where the results of the query might reasonably lead to the discovery of evidence or information relevant to any active investigation or ongoing law enforcement operation, or where the subject vehicle might be placed on an active initial BOLO list. (For example, a law enforcement agency may review stored non-alert data to determine whether a specific vehicle was present at the time and place where the ALPR data was initially scanned for the purpose of confirming or dispelling an alibi defense, or to develop lead information for the purpose of locating a specified vehicle or person. A law enforcement agency may also check stored data to determine whether a vehicle that was only recently added to an initial BOLO list had been previously observed in the jurisdiction before it had been placed on an initial BOLO list.)

10.2.2 Crime Scene Query

a. A law enforcement agency is authorized to access and use stored non-alert data where such access might reasonably lead to the discovery of evidence or information relevant to the investigation of a specific criminal event as defined in these Guidelines. Note that if the law enforcement agency has reason to believe that a specific person or vehicle was at or near the location of the specific crime at the time of its commission, non-alert stored data might also be examined under the authority of Section 10.2.1 as part of post-scan BOLO query.

b. A crime scene query may not be conducted to review stored non-alert data based on general crime patterns (*i.e.*, *e.g.*, to identify persons traveling in or around a "high crime area"), but rather is limited to situations involving specific criminal events as that term is defined in these Guidelines.

c. The crime scene query of non-alert stored data shall be limited in scope to stored non-alert data that is reasonably related to the specified criminal event, considering the date, time, location, and nature of the specified criminal event. For example, a crime that reasonably involves extensive planning and possible "rehearsals," such as a terrorist attack, would justify examining stored non-alert data that had been scanned and collected days or even weeks or months before the criminal event, and that may have been scanned at a substantial distance from the site of the crime or intended crime (*e.g.*, at any point along a highway leading to the intended crime site). A spontaneous crime, in contrast, might reasonably justify examination of stored non-alert data that was scanned and collected on or about the time of and in closer physical proximity to the criminal event.

d. The law enforcement agency shall document the specific crime or related crimes constituting the criminal event and the date(s) and location(s) of the specific crime(s).

10.2.3 Crime Trend Analysis

a. A law enforcement agency may access and use stored non-alert data for purposes of conducting crime trend analysis, as that term is defined in these Guidelines, when such access and analysis is approved by a designated supervisor and where such analysis is undertaken to produce analytical products that are intended to assist the agency in the performance of its duties. A designated supervisor may authorize one or more authorized users to conduct a method or methods of crime trend analysis on a repeated or continuous basis, in which event such authorization shall remain in force and effect unless and until modified or rescinded by the supervisor. A designated supervisor may also approve the use of an automated software program to analyze stored data to look for potentially suspicious activity or other anomalies that might be consistent with criminal or terrorist activity.

b. Crime trend analysis of stored non-alert data, whether automated or done manually, shall not result in the disclosure of personal identifying information to an authorized user or any other person unless:

- 1) the agency can point to specific and articulable facts that warrant further investigation of possible criminal or terrorist activity by the driver or occupants of a specific vehicle (*i.e.*, unusual behavior consistent with the *modus operandi* of terrorists or other criminals), and access to the personal identifying information based on those specific and articulable facts has been approved by a designated supervisor. Such approval may be given by a designated supervisor in advance when the crime trend analysis reveals the existence of specified suspicious circumstances that would warrant further investigation and that would justify disclosure of personal identifying information to the authorized user conducting the analysis under the "specific and articulable facts that warrant further investigation" standard of proof established in this Section. The supervisor shall document any and all specified suspicious circumstances for which disclosure of personal identifying information is pre-approved if those suspicious circumstances are revealed by authorized crime trend analysis. When an automated crime trend analysis computer program is used, specified suspicious circumstances that would warrant further investigation and that would justify disclosure of personal identifying information to an authorized user under this Section may also be pre-approved by a designated supervisor and built into the computer program so that if the program identifies the existence of the pre-determined suspicious circumstances, it will automatically alert the authorized user of the suspicious activity and provide to him or her the relevant personal identifying information in accordance with the "specific and articulable facts that warrant further investigation" standard of proof established in this Section; or
- 2) Disclosure of personal identifying information concerning any vehicle plate scanned by the ALPR is authorized by a grand jury subpoena.

c. Nothing in this Section shall be construed to prohibit a computer program from accessing and comparing personal identifying information of one or more individuals who are associated with a scanned vehicle as part of the process of analyzing stored non-alert data, provided that such personal identifying information is not disclosed to a person unless the "specific and articulable facts that warrant further investigation" standard is satisfied. The "specific and articulable facts that warrant further investigation" standard set forth in this Section applies only to the crime trend analysis of non-alert data, and nothing in this Section shall be construed to limit disclosure of personal identifying information of a person who is the registered owner of a vehicle that is on an initial or post-scan BOLO list (*i.e.*, alert data).

d. For the purposes of this Section, the "specific and articulable facts that warrant further investigation" standard required for the disclosure of personal identifying based upon crime trend

analysis of stored non-alert data is intended to be comparable to the “specific and articulable facts that warrant heightened caution” standard developed by the New Jersey Supreme Court in State v. Smith, 134 N.J. 599, 616-19 (1994) (establishing the level of individualized suspicion required before an officer may order a passenger to exit a motor vehicle stopped for a traffic violation).

e. The law enforcement agency accessing stored non-alert ALPR data for purposes of conducting crime trend analysis shall document: the nature and purpose of the crime trend analysis; the persons who accessed stored non-alert ALPR data for use in conducting that analysis; and the designated supervisor who approved access to ALPR non-alert data. In any instance where personal identifying information is disclosed based upon crime trend analysis of stored non-alert data, the agency shall document the specific and articulable facts that warrant further investigation and the designated supervisor who reviewed those facts and approved the disclosure of personal identifying information, or who pre-approved disclosure of personal identifying information based upon specified circumstances identified by an automated crime trend analysis computer program, or, where applicable, the fact that access to personal identifying information was authorized by a grand jury subpoena.

11. SHARED LAW ENFORCEMENT ACCESS TO STORED ALPR DATA

11.1 Authorization to Share and Aggregate Data

Any ALPR data that may in conformance with these Guidelines be accessed and used by the law enforcement agency that collected the data may be shared with and provided to any other law enforcement agency. Stored ALPR data may be combined with ALPR data collected by two or more law enforcement agencies (*e.g.*, collection of stored data by the State Police Regional Operations Intelligence Center), provided that such aggregated data shall only be retained, accessed, and used in accordance with the provisions of these Guidelines.

11.2 Record of Shared Access and Responsibilities of the Receiving Agency

When ALPR data is made accessible to or otherwise shared with or transferred to another law enforcement agency, the agency that collected the ALPR data shall document the identity of the other agency and the specific officer(s) or civilian employee(s) of that agency who were provided the information. When the transfer of stored ALPR data is done periodically as part of a system for aggregating data collected by two or more law enforcement agencies (*e.g.*, the scheduled and routine transmittal of data to the State Police Regional Operations Intelligence Center), each agency contributing data to the combined database shall maintain a record of the data transfer, which may be an automated record, and shall have and keep on file a memorandum of understanding or agreement or other memorialization of the arrangement for maintaining and populating a database comprised of stored ALPR data collected by multiple law enforcement agencies. Any agency

provided with access to or use of the ALPR data collected by another agency shall comply with all applicable provisions of these Guidelines concerning stored ALPR data and disclosure of personal identifying information.

13. RELEASE OF ALPR DATA TO NON-LAW ENFORCEMENT PERSONS OR AGENCIES

Stored ALPR data shall be treated as "criminal investigatory records" within the meaning of N.J.S.A. 47:1A-1 et seq., and shall not be shared with or provided to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by a subpoena or court order, or unless such disclosure is required by the Rules of Court governing discovery in criminal matters. Any agency receiving a subpoena or court order for the disclosure of ALPR data shall, before complying with the subpoena or court order, provide notice to the County Prosecutor, or to the Division of Criminal Justice in the case of any state-level law enforcement agency.

14. PROMULGATION AND ENFORCEMENT OF DEPARTMENTAL POLICIES

14.1 Required Contents of Departmental Policies

Pursuant to the requirements of Attorney General Law Enforcement Directive 2010-5, every law enforcement agency that possesses or uses an ALPR must promulgate and enforce a rule, regulation, standing operating procedure, directive, or order that establishes a comprehensive policy governing the operation of ALPRs, and governing access to, use, and retention of all stored ALPR data. The ALPR policy promulgated by the department must be consistent with the standards and procedural safeguards established in these Guidelines, and each ALPR policy must include the following provisions:

- a. The ALPR policy shall provide that the chief of the department will designate one or more superior officers to oversee and administer the agency's ALPR program. These designated supervisors will be authorized to: provide or oversee the training of all officers and civilian employees who are authorized to operate an ALPR or to access or use ALPR stored data; review and approve requests to access and use stored ALPR data to conduct crime trend analysis and/or to access personal identifying information based upon crime trend analysis; and generally to ensure compliance with the department's ALPR policy and these Guidelines.
- b. The ALPR policy shall provide that the chief of the department shall designate all

authorized users, and that no officer or civilian employee will be authorized to operate an ALPR, or to access or use ALPR stored data, unless the officer or civilian employee has received training by the department on the proper operation of these devices, and on the provisions of the department's ALPR policy and these Guidelines.

c. The ALPR policy shall implement and enforce the five-years retention period for ALPR stored data established in Section 9 of these Guidelines, and must provide for the purging of all ALPR stored data at the expiration of the five-year term.

d. The ALPR policy shall provide for the documentation of all ALPR-related activities and decisions that are required to be documented by Section 5 or any other provision of these Guidelines, which may be done by an automated record-keeping system, and shall provide that such records documenting the use of ALPRs and ALPR stored data shall be maintained for 5 years and shall be kept in a place and in a manner as to facilitate a review and audit of the department's ALPR program by the County Prosecutor or by the Attorney General or his or her designee.

e. The ALPR policy shall provide that any sworn officer or civilian employee of the agency who knowingly violates the agency's policy, or these Guidelines, shall be subject to discipline.

f. The ALPR policy shall provide that all significant violations of the agency's policy, or of these Guidelines, including but not limited to all instances involving the unauthorized access or use of ALPR stored data, must be reported to the County Prosecutor, or to the Director of the Division of Criminal Justice in cases involving a state-level agency, upon discovery of the violation. Unless the County Prosecutor or Director elects to conduct or oversee the investigation of the violation, such notification of the violation shall be followed up with a report, approved by the chief of the department, explaining to the County Prosecutor, or to the Director, the circumstances of the violation, and the steps that are being taken to prevent future similar violations.

14.2 Notice of ALPR Policies and Revisions Provided to County Prosecutors or the Division of Criminal Justice

The chief of the department shall provide a copy of the agency's written ALPR policy to the County Prosecutor, or to the Division of Criminal Justice in the case of a state-level agency, at or before the time of promulgation, and shall provide to the County Prosecutor, or to the Division, copies of any amendments or revisions to the agency's ALPR policy at or before the time that such amendments take effect.

15. ALPR PROGRAM ACCOUNTABILITY

15.1 ALPR Program Audits

All ALPR records documenting the use of an ALPR, or access to or use of ALPR stored data, whether kept manually or by means of an automated record-keeping system, shall be subject to review and audit by the County Prosecutor, or by the Attorney General or his or her designee.

15.2 Handling of Complaints

Any complaints about a department's ALPR program made by any citizen or entity shall be forwarded to the appropriate County Prosecutor, or to the Director of the Division of Criminal Justice in the case of a State-level agency, for appropriate review and handling. The County Prosecutor, or Director, may conduct an investigation, or may direct the agency that is the subject of the complaint to conduct an investigation and to report back to the County Prosecutor or Director.

16. SANCTIONS FOR NON-COMPLIANCE

If the Attorney General or his or her designee has reason to believe that a law enforcement agency or officer or civilian employee is not complying with or adequately enforcing the provisions of these Guidelines, the Attorney General may temporarily or permanently suspend or revoke the authority of the department, or any officer or civilian employee, to operate an ALPR, or to gain access to or use ALPR stored data. The Attorney General or her designee may initiate disciplinary proceedings, and may take such other actions as the Attorney General in his or her sole discretion deems appropriate to ensure compliance with these Guidelines.

17. AUTHORITY OF ATTORNEY GENERAL TO GRANT EXEMPTIONS OR SPECIAL USE AUTHORIZATIONS

ALPRs, and all ALPR stored data, shall only be used and accessed for the purposes and in the manner authorized by these Guidelines. In recognition of the need to be able to address issues or circumstances that are not contemplated by these Guidelines, the Attorney General or his or her designee may grant an exemption from any provision of these Guidelines, and may authorize the specific use of an ALPR, or the data collected by or derived from an ALPR, that is not expressly authorized by these Guidelines. Any request by a department to use an ALPR or ALPR-generated data for a purpose or in a manner not authorized by these Guidelines shall be made to the Attorney

General or his or her designee through the Director of the Division of Criminal Justice or his or her designee, who shall make recommendations on whether to grant the agency's specific request for an exemption or special authorization. Such requests shall be made in writing unless the circumstances are exigent, in which event the request by the agency and approval or denial by the Attorney General or his or her designee may be given orally, in which event the circumstances of the request and the approval or denial shall be memorialized in writing as soon thereafter as is practicable.



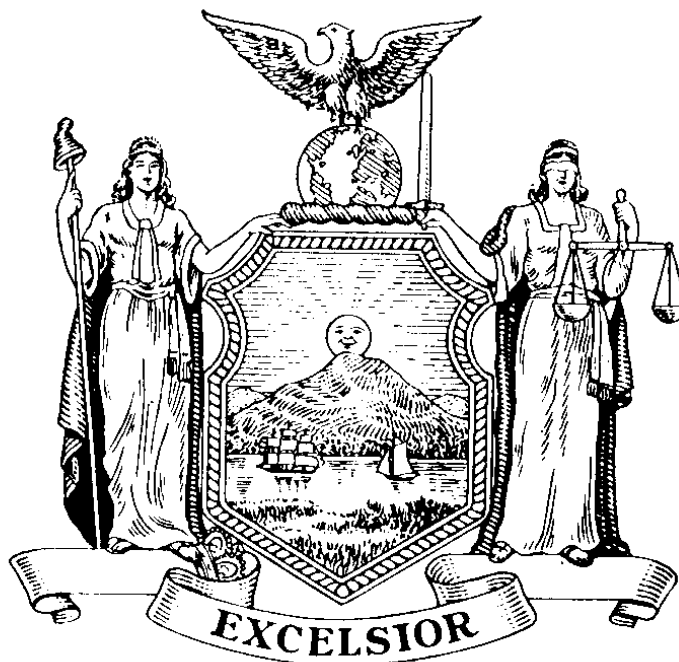
STATE OF NEW YORK
Andrew M. Cuomo, Governor

Sean Byrne
Acting Commissioner
Division of Criminal
Justice Services

**Office of Program
Development and Funding**

Anne Marie Strano
Deputy Commissioner

New York State



Suggested Guidelines:

Operation of License Plate Reader Technology

2011

New York State Division of Criminal Justice Services

4 Tower Place
Albany, NY 12203
<http://criminaljustice.state.ny.us>

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LICENSE PLATE READER ADVISORY PANEL

The New York State License Plate Reader (LPR) Advisory Panel is comprised of professionals with experience in various aspects of law enforcement and license plate reader technology. Original guidelines were developed in 2008; however, as LPR technology and court decisions have evolved since that time, it became necessary to review the guidelines.

During 2010, the Advisory Panel met to review the previous guidelines and to discuss changes in technology, applications and developments in various aspects of license plate readers (LPR). This document includes a history of the LPR project in New York State, general operations of LPR technology, practical guidelines for the deployment of LPRs and for the management of data derived from this technology.

William Zelenka, Assistant District Attorney, Bronx County, NY
Patrick Ryder, Detective Sergeant, Nassau County Police Dept., NY
John Ventre, Detective, Nassau County Police Dept., NY
Tom Lohmann, Director, National Insurance Crime Bureau
Kevin Gallagher, Special Agent, National Insurance Crime Bureau
Terence Hurson, Deputy Inspector, New York Police Dept., NY
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Eileen Langer-Smith, NYS Division of Criminal Justice Services
Michele Mulloy, NYS Division of Criminal Justice Services
Ken Buniak, NYS Division of Criminal Justice Services
Robert Fernandez, Lieutenant, New York State Police
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Matthew E. B. Brotmann, Special Advisor, NY Attorney General's Office

Part I

LICENSE PLATE READER TECHNOLOGY

INTRODUCTION

This report has been prepared to offer guidelines and best practices for agencies using LPR technology (LPR systems can be an important asset to agencies in carrying out their law enforcement function). A carefully developed policy that addresses issues such as authorized uses, training, data retention, audit trails, dissemination and sharing of data will help to ensure that LPR technology remains an important tool for use by the law enforcement community.

The goal of these guidelines is to provide a basis upon which law enforcement agencies can build policies that provide authorized users with the information necessary to ensure public safety while protecting individual privacy rights. The LPR Advisory Panel urges agencies to use these guidelines in the development of their own agency protocols.

NOTE: The procedures outlined herein have been developed as a general framework for the development of a comprehensive policy for the deployment, use, and management of license plate readers and data. This document has been developed so that policymakers can modify certain procedures to best fit the needs, operations and resources of their individual agency. LPR technology has evolved rapidly and that progress will likely continue. As a result, administrators are encouraged to regularly monitor their policy as technological advances may require that procedures be updated to be consistent with such changes.

BACKGROUND AND DESCRIPTION: TECHNOLOGY

The concept of using cameras as a method to record a vehicle passing through a specific location and then identifying the owner/operator has been in development since the 1970s. Early technology could capture a picture of a license plate and vehicle with the date and time. Upon retrieving the plate number after searching hours of captured images, the plate number could then be manually searched against a database. This technology was time consuming, expensive and limited by lighting and weather conditions.¹

License plate reader technology developed along with the use of videotape and camcorders. The analog videotape had to be converted from analog images to digital images and stored on a computer hard disk. The resulting digital images were further processed to locate and extract the license plate and time-stamp information through specialized software using character recognition techniques. This technology, while better than earlier methods, still had many drawbacks, including high costs that limited its general use by state and local governments.²

¹ Transportation Research Board, 2002. "Effects of Ambient Light, Camcorders, and Automated License Plate Reader Settings on Plate Transcription Rates".

² Transportation Research Board, 2002. "Reduction of Video License Plate Data".

The latest license plate reader technology has incorporated digital photography which eliminates the conversion steps and reduces the amount of computer file storage needed to support an effective system. Digital photography has also decreased the size of the camera hardware required and utilizes infrared lighting to address lighting and weather conditions. This has also reduced the overall costs for an effective system, making the technology obtainable at the local, county and state levels of government.

Today's LPR systems use specialized digital cameras and computers to quickly capture large numbers of photographs of license plates, convert them to text and compare them quickly to a large number of plates of interest. LPR systems can identify a target plate instantly, allowing law enforcement to identify target vehicles that might otherwise be overlooked. The technology is available in mobile systems mounted on police cars, and fixed/portable systems that can be mounted on poles or on the roadside.

A range of camera systems are available, most capable of reading license plates during the day or night and in a variety of weather conditions. The systems operate fast enough to capture all of the license plates they come into contact with so that the number of license plates that can be read is limited only by the number of vehicles passing the cameras. LPR systems typically include infrared strobe and camera systems that can take high speed, high contrast images that allow plates to be read at closing rate speeds of 150 miles per hour.

Mobile license plate reading systems are designed to allow officers to patrol at normal speeds while the system reads license plates and alerts the officer if there is a match to a "hot list." "Hot lists" contain a large list of target plates stored within the vehicle's LPR computer. This is essential due to the volume of plates scanned by the LPR and the necessity for an immediate alert if a target plate is scanned. Currently, "hot lists" are transferred daily by state and federal authorities and can be updated by the LPR operator through a hard-link or wireless upload. "Hot lists" may contain a variety of plate data, including terrorist watch lists, stolen cars and parking scofflaws.

When a target plate is scanned, the officer is notified with a message. The alert can be specific to the plate, and some alerts can be customized by the user/agency. Once a "hot list" has been uploaded into the LPR computer, it can be updated automatically or manually. For example, once a daily upload has been made, any recent car thefts, for example, will not be posted until the next (daily) upload. Most LPR systems allow the user to add plates to, and delete plates from, the "hot list". This is particularly useful for crimes that recently occurred, AMBER Alerts, Be-on-the-LookOut (BOLOs), for cases in which stolen vehicles have been recovered, or other situations in which the alert can be cancelled. Some LPR systems can also alert the driver if a manually entered "hot list" entry was recently scanned. Integrated GPS technology allows the operator to locate the last contact with the vehicle.

The use of LPR technology in law enforcement has included a variety of applications: homeland security, electronic surveillance, suspect interdiction, stolen property recovery, facility management and more. The identification of stolen vehicles, stolen license plates, and wanted and missing persons was the primary focus of most early implementations.

LPR systems record every license plate scanned. Some systems record the location, date and time of each scan. This intelligence resource is available as a law enforcement tool, allowing the officer to identify the last known contact with a vehicle and also to report the list of vehicles located in a specific area within a given time range.

Most LPR systems include a set of cameras, most of them infrared-illuminated. Some include “progressive” cameras that capture images at a variety of computer-controlled lighting conditions by actively managing infrared strobes integrated into the cameras. These cameras are typically mounted outside of the vehicle as auto glass can interfere with their operation. Most cameras are mounted either permanently on the rooftop or trunk, magnetically in a transportable configuration, integrated into the light bar, or within a covert housing.

Some implementations of LPR use a dedicated computer for the high-intensity camera and image management while others use the in-car computer. In either case, the cameras connect to a computer and display that can be the same mobile data terminal or in-car computer. Typically, LPR systems only require the operator to have one computer display in the vehicle. The processor in an LPR system can include a specialized computer that manages the cameras and allows the system to run at very high speeds regardless of the speed or power of the existing in-car PC.

LPR software typically has three components – the character translation component (Optical Character Recognition), the hot list management component and the user interface. Other additional software components manage GPS information, plate read, alarm history, and reporting features.

The Optical Character Recognition (OCR) of images taken by LPR cameras is performed through the use of sophisticated algorithms. Six primary algorithms that LPR system software requires to identify a license plate are:

1. Plate localization, which finds and isolates the plate contained in the picture;
2. Plate orientation and sizing, which compensates for the skew of the plate and adjusts the dimension to the appropriate size and shape;
3. Normalization, which adjusts the brightness and contrast of the image;
4. Character segmentation, which finds the individual characters on the plates;
5. Optical character recognition, which converts the image into actual characters, and
6. Syntactical / Geometrical analysis, which checks characters and positions against specific rules to identify the license plate state of issuance.³

The “hot list” management component enables the LPR to obtain daily updates to the “hot list”, maintain “hot list” files and retain all relevant files per time frame established by the law enforcement agency. The agency then may choose to upload the data retained in the LPR to a designated server for retention. The user interface manages LPR activity and allows the user to quickly identify an alarm and the target vehicle. In most cases, most of the screen

³ International Association of Chiefs of Police, 2009, Privacy impact assessment report for the utilization of license plate readers, pp 5-6 (September, 2009).

space on the user interface is reserved for the target vehicle/plate photo as that is the primary means for alarm vehicle identification. The interface also allows the user to enter additional target plates, check information in the “hot list”, and deal with the visual and audible alarm queues. The Global Positioning Software (GPS) enables the LPR to record date, time and location of license plate scans.

LPR TECHNOLOGY AND INVESTIGATIONS

LPRs are an excellent resource to aid in criminal investigations. For the purpose of this document, investigative applications are discussed as active and passive. The active search describes situations in which license plate data is uploaded to an LPR computer, generally with an alarm that will indicate the nature of the entry. For example, LPRs used by patrol officers and detectives might contain lists of wanted subjects. The passive search focuses on the investigative or crime analysis level of enforcement in researching data already collected.

Part II

LEGAL CONSIDERATIONS



MEMORANDUM

TO: Local Law Enforcement Agencies

FROM: Gina L. Bianchi
Deputy Commissioner and Counsel

DATE: October 26, 2006

SUBJECT: License Plate Readers

There does not appear to be any legal impediment to the use of a license plate reader by law enforcement. It does not appear that such use would constitute a Fourth Amendment search. An observation made by a police officer without a physical intrusion into a constitutionally protected area does not implicate the Fourth Amendment or require a search warrant (see, Hester v. United States, 265 U.S. 57 [1924]). A police officer who is lawfully present in an area may look into the windows of a parked car (see, United States v. Martin, 806 F.2d 204[1986]). Given the foregoing, it seems clear that a police officer's observation of a license plate on a car located in an area viewable from a public street would not constitute a search. The use of a license plate reader to enhance the officer's observation would likely not cause the observation to become a search for purposes of the Fourth Amendment. For example, the use of artificial illumination to aid an officer's observations does not constitute a search (see, United States v. Lee, 274 U.S. 559 [1927]; People v. Hughes, 211 A.D.2d 576, 622 N.Y.S.2d 12 [1995]; People v. Vasquez, 229 A.D.2d 997, 645 N.Y.S.2d 672 [1996]). Similarly, the use of binoculars to magnify an object does not constitute a search (see, United States v. Lee, *supra*). A license plate reader merely accomplishes, more efficiently, the same task that a police officer may accomplish by reading a license plate and manually entering the number into a data-base. Therefore, it is reasonable to assume that a court would not hold that the use of a license plate reader would constitute a search. However, at this time there is no decisional case law from any court concerning the use of a license plate reader.

The foregoing information concerning the use of license plate readers is advisory only and is meant to provide guidance and highlight points to consider in developing a policy to govern the use of license plate readers. It is recommended that each law enforcement agency consult with its own legal advisor prior to adopting a policy regarding the use of license plate readers.

LICENSE PLATE READERS AND THE LAW (NEW YORK)
ADA WILLIAM ZELENA, BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

The law surrounding the use of License Plate Readers is in its infancy. As technology involving the ability to track individuals has advanced over the last few years, the law is playing catch-up. In New York, a case from the Court of Appeals in March 2009 regarding GPS tracking devices appears to indicate the current direction of the clash between law enforcement's use of technological advancements and the privacy concerns of citizens. This issue is unfolding across the country.

The License Plate Reader (LPR) is a device which represents the marriage of a series of cameras connected to a computer which downloads a hotlist of license plates of interest. Depending on the state, the hotlist usually originates from the Department of Motor Vehicles or State Police. The system can capture over 3,000 plate images per minute. It can be stationary or mobile, including being mounted on helicopters. Mobile devices can capture plates travelling well beyond the legal speed limit or plates parked bumper to bumper with another vehicle. These alphanumeric reads are then compared with the hot list. In New York, the hotlist is downloaded through the State Police, having been obtained from the Department of Motor Vehicles (DMV). Plate numbers may also be manually entered by the vehicle operator. Examples would be in response to an AMBER Alert or while conducting an ongoing investigation. Multiple vendors currently have LPRs on the market, with differences in quality and performance.

In their initial release years ago in New York, LPRs could only be updated by driving the LPR vehicle to a limited number of sites where the hotlist could be updated. Updates were only available once per day. The Division of Criminal Justice Services (DCJS) had established protocols for the use of LPRs by law enforcement, and the NYPD had issued guidelines for the "use, maintenance and accountability" of each LPR (NYPD Operations Order No. 33). One of the first cases in New York that dealt with the protocol originated in Bronx County. In People v. Davila, 27 Misc. 3d 921, 901 N.Y.S. 2d 787 (2010), the officer who was conducting an LPR-based car stop, which resulted in the recovery of a gun, had not updated the system nor confirmed the hit prior to the stop, both of which were protocol recommendations. After conducting an extensive hearing on the issue, the Court ruled that the NYPD guidelines were recommendations, not law. Having found the officer's conduct otherwise proper, suppression of the weapon was denied.

Another New York State case which utilized an LPR to help convict two defendants charged with arson and homicide of a family of five in 2007 was People v. Mark Serrano and Charles Gilleo, (Indictment no. 16/2007). In this case, a New York State trooper car in Dutchess County was on patrol with its LPR capturing plates. Prior to a radio run of a house on fire, the LPR captured a plate which was later determined to belong to one of the defendants, placing his car in the vicinity of the crime minutes after the fire was started. The photo of the plate also possessed unique identifying features on the front of the vehicle confirming that it was the defendant's car.

(ADA William Zelenka; rev. Sept. 2010)

LICENSE PLATE READERS AND THE LAW (NEW YORK)
ADA WILLIAM ZELENSKA, BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

The License Plate Reader (LPR) constitutes one of the latest computer based investigatory tools to be used by officers in the field. The system requires an ongoing download of target license plates emanating from the Department of Motor Vehicles and the State Police. The hardware required is either attached to a vehicle or mounted as a standalone. The scanner reads all license plates which are within view and compares them with the wanted database. The computer also stores the location of every read via GPS. When the computer matches a plate with the database, it notifies the operator (a police officer in most cases) of the reason for the match, and shows a color photo of the image capture. A record of every plate read and its result is kept. The officer confirms the hit and a car stop occurs. If an arrest is made and the officer testifies at a hearing or trial, is the information contained in the computer Rosario?

Rosario material is part of the discovery process found in Sections 240.44 and 240.45 of the Criminal Procedure Law (CPL). It is "Any written or recorded statement...made by such witness...which relates to the subject matter of the witness's testimony." The statement must be in the possession or control of the People.¹ It must relate to the subject matter of the witness's direct testimony.² But the People are not required to create Rosario material.³ If the material is deemed to be Rosario, the People are obligated to turn it over if it is under their control.

There is no question that the information stored in the computer is under the control of the operator. The remaining issue is whether the hit (data) the operator relies on to proceed to the confirmation step is a statement. Although the data is a written instrument under the Penal Law⁴, it should be argued that it is **not** a statement by the operator/officer. Statements are either recorded or written notations of the witness. In the case of LPRs, the data generated has no connection to any statement made by the operator/officer. However, any notes made during the confirmation process by the operator/officer to verify the information would be Rosario because they would constitute notes which the operator/officer would be expected to testify about.

LPRs have the ability to store any information which the operator/officer requests. It is recommended that any scans which lead to arrests be stored in the computer until such time that a court in your jurisdiction definitely rules that the scan alone is not Rosario.

¹People v. Rosario, 9 N.Y.2d 286 (1961)

²People v. Roebuck, 279 A.D.2d 350 (1st Dept. 2001)

³People v. Steinberg, 170 A.D.2d 50 (1st Dept. 1991)

⁴Penal Law §170.00

(ADA William Zelenka)

Part III

SUGGESTED POLICY/PROCEDURES

SUGGESTED POLICY/PROCEDURES: LICENSE PLATE READERS

DATE:

REVIEW DATE:

SECTION:

***Editorial note:** Policymakers are encouraged to customize this document for their own agency, giving consideration to personnel/assignments, resources, and infrastructure, among other things. Blank lines and italicized language has been inserted as a guide for the development of your customized protocols. Be sure to delete any blanks or italicized language before saving your final document.*

I. PURPOSE: The purpose of this policy is to provide members and staff with guidance on the application and use of license plate readers (LPR), management of LPR data, and maintenance of LPR equipment.

II. POLICY: License plate readers have enhanced law enforcement's ability to detect violations of law, recover stolen property, apprehend fugitives, assist in investigations and more. Members and staff will use LPRs in accordance with the procedures and guidelines set forth. Further, data captured from LPRs will be used properly and responsibly as defined herein.

III. DEFINITIONS

Department: the _____ Police/Sheriff's Department/Office.

Fixed camera: permanently affixed to a structure such as a pole, overhead, or bridge.

GPS: global positioning system.

LPR: license plate reader.

LPR Data Query Logs: a record of a search or query of LPR data from (the server).

Hot List: data is provided through the New York State Integrated Justice Portal and includes license plate numbers of stolen vehicles, stolen license plates, wanted person with a license plate associated with the record, and suspended or revoked registrations. Also includes national data (i.e. NCIC, NICB) for similar categories, and for license plates associated with AMBER Alerts, terrorist watch lists and the like; also includes manually entered license plate information for crimes just occurred in a local jurisdiction, gang members, wanted persons, and other investigative targets.

Members: sworn police officers of this department.

Mobile camera: affixed to a vehicle permanently or magnet-mount.

MOU: memorandum of understanding.

OCR: optical character recognition.

Portable camera: stationary but are capable of being moved as needed, such as a traffic barrel or speed radar sign.

SOP: standard operating procedure.

Staff: non-sworn employees of the Department.

IV. GENERAL ADMINISTRATION

- a. LPRs will be used only by members who have been properly trained in the use of same. (*designation of personnel authorized to use LPR*_____)
- b. LPR data may be accessed by members for a legitimate law enforcement purpose. (*designation of personnel authorized to access LPR data*_____)
- c. LPR data may be accessed by staff who have been authorized by (*specify position, i.e. Chief/Sheriff/Detective Captain/etc.*_____) for a legitimate law enforcement purpose.
- d. The (*specify person/position*_____) is responsible for receiving reports of LPR defects, damage or other matters requiring maintenance of the Department's LPR systems.
- e. The (*specify person/position*_____) is responsible for the maintenance of data including backing up of LPR data, requests for searches or LPR data, and for maintenance of internal hot lists.
- f. The (*specify person/position*_____) is responsible for the inventory of LPRs within the Department and for ensuring that the Department has included all LPR equipment valued at more than (*indicate threshold, i.e. \$2,000, \$5,000, \$10,000, etc.*_____) is included for coverage on the municipality's insurance plan.
- g. The (*specify person/position*_____) is responsible for the annual review of the policy and procedures contained herein and for making recommendations to the (*Chief/Sheriff*_____) for any necessary amendments thereto.
- h. LPR hot lists and data gathered by Departmental LPRs will be maintained securely. Requests for searches may be made by members of this Department or by other law enforcement agencies subject to the provisions of this policy (*or state other permissible uses, sharing or restrictions*_____). Also see _____ (i.e.: Section VI(b), below)
- i. Prior to the use of mobile LPR equipment, members must receive training administered by (*specify*_____). The (*specify*_____) will ensure that any changes in hardware, software or law are the subject of continued in-service training or bulletins.

V. OPERATIONS

- a. Prior to a tour of duty, members using an LPR will ensure that an upload of hot list data from the Integrated Justice Portal has been performed for that day.
- b. Data from field LPRs, whether mobile or portable, will be uploaded to (*specify, i.e. the Department's server*_____) via (*specify method of transmission, position responsible, and how often, i.e. via flash drive by the LPR Data Custodian*_____).
- c. When enforcement action, an investigation or prosecution results from an LPR hit, the hit will be preserved via (*specify method in which you will document the hit*_____).
- d. LPRs may be used in special operations or details such as high crime area patrols, STOP DWI initiatives, enforcement details, directed criminal investigations, etc. subject to the authorization of (*position*_____).
- e. When violent crimes occur, this Department may solicit assistance from other agency's with LPR-equipped cars for assistance in identifying a vehicle or to gather license plate data in a particular area. Similarly, other departments may request assistance from this Department in the event of the same. Any mutual aid requests will be directed through the (*specify position, i.e. Duty Sergeant, Desk Officer, Duty CID Detective, etc.*_____). Consideration should be given to deploying LPRs strategically such as at a perimeter, choke points, major highways, other avenues of escape, etc.

VI. LPR DATA

- a. Members may request of (*specify position*_____) that certain license plate numbers (*complete or partial*_____) be entered into the Department's Hot List. Examples of entries include:
 1. Gang members/associates
 2. Sex offenders
 3. Crime suspects
 4. Fugitives
 5. Search warrant targets
- b. Access to LPR data shall be limited to (*specify positions/personnel, designees*_____).
- c. Members making inquiries must make a log entry onto the LPR Query Log.
- d. If the LPR Query Log contains a hit with an arrest associated with it, the LPR Query Log must be retained as part of the case file.
- e. LPR Data Query Logs shall be maintained and secured for future audits.
- f. Access to LPR data must be for a legitimate law enforcement purpose.
- g. Members or staff conducting a query on behalf of an authorized requestor should make a log entry.

- h. Requests to review stored LPR data and search results will be recorded and maintained in appropriate case files.
- i. LPR data will be transferred/uploaded on a *(specify timeframe, i.e. daily/weekly/monthly_____)* basis by *(specify position responsible_____)* to the *(specify destination of data, i.e. central server, crime analysis center, etc._____)*
- j. LPR data from all mobile, portable and fixed LPRs will be managed by *(specify person/position_____)*.
- k. LPR data will be stored in the Department's *(specify, central server/other_____)* for a period of no less than *(specify_____)*, except in the following circumstances:
 - 1. LPR records will be maintained for *(time_____)* and/or until a final disposition has been reached in the particular case.
 - 2. LPR hits associated with an arrest will be maintained in the criminal case file and retained for the maximum period of time associated with such record.
 - 3. LPR hits associated with felony investigations will be maintained in the criminal case file and retained for the maximum period associated with such record.
 - 4. Whenever otherwise directed by the *(specify command position_____)*
- l. Sharing and dissemination *(describe your agency's authorized LPR data sharing procedures, i.e. In addition to the procedures in Section VIII below, access to LPR data shall be limited to designated personnel who have been provided account access or who have been specifically authorized to access or search LPR data; data will be uploaded to the Crime Analysis Center, etc. or to other law enforcement entities upon the direction of the Chief of Police/Sheriff/Commissioner, etc.; note whether certain sharing is done routinely, and/or upon specific request of a law enforcement agency, etc.)*
- m. Backing up of LPR data system *(designation of position responsible for preserving LPR data, frequency, redundancy and method of backup)*

VII. FIELD PROTOCOLS

- a. PATROL – LPRs are useful in general patrol assignments when the patrol vehicle is in a position to monitor vehicular traffic. LPRs may only be used for a legitimate law enforcement purpose.
- b. Members may not use a mobile LPR unless properly trained in its use and operational protocols.
- c. LPR-equipped vehicles should be used as often as possible. When not in use, LPR-equipped vehicles should be secured.

- d. Members will ensure that a daily upload of hot list data has been performed to the LPR system so as to prevent stops using outdated data.
- e. When the LPR indicates a hit, prior to making the stop, the member must
 - 1. Verify that the captured plate image matches the plate number of the vehicle
 - 2. Confirm that the hit is accurate through dispatch, etc.
- f. The proactive entry of data or access to LPR records must be for a legitimate law enforcement purpose by authorized personnel. This applies to data uploaded prior to the deployment of the LPR as well as data which may be uploaded by a member during a tour of duty. Proactive/manual entry of LPR hot list in the field is permitted for:
 - 1. Dispatch reports of crimes, BOLOs, alerts in which a license plate number is part of the broadcast
 - 2. When directed or authorized by (*specify: dispatch, Sergeant, CID, etc. _____*) and which must be for a legitimate law enforcement purpose.
 - 3. members should query their LPR to ascertain if there is a prior read of the license plate which is the subject of the particular alert, bulletin or alarm.
- g. Proactive/manual entry of LPR hot list in the field is required for AMBER Alert or Missing Child or College Student Alert bulletins. Additionally, members must query their LPR to ascertain if there is a prior read of the license plate which is the subject of the alert.
- h. Members will make an entry in the LPR Daily User Log whenever the LPR is used.
 - 1. Upon completion (*or when the log is filled _____*), the LPR Daily User Log will be forwarded to the (*specify person/position _____*).
 - 2. The (*specify person/position*) will ensure that entries are complete.
 - 3. If the LPR Daily User Log has an arrest or associated hit, it will be retained in the case folder.
 - 4. The LPR Daily User Log will be retained until all arrests have reached a final disposition.

VIII. INVESTIGATIVE PROTOCOLS

- a. Access to stored LPR data shall be limited to (*specify positions authorized*_____).
- b. Members conducting LPR data inquiries must have been granted access by (*specify person/position*_____).
- c. Requests to review stored LPR data shall be recorded and maintained in the same manner as criminal history logs.
- d. All inquiries of LPR data will be recorded by the member making the inquiry in the LPR Data Query Log.
- e. LPR Data Query Logs will be retained until all matters have reached a final disposition.

IX. LPR MAINTENANCE

- a. At the beginning of each tour of duty, members should verify the aim of the LPR camera(s) to ensure they are reading the correct lanes of traffic.
- b. Camera lenses may be cleaned with glass cleaner sprayed on a soft cloth.
- c. Any damage shall be reported immediately to the (*specify LPR Administrator*_____).
- d. Technical questions concerning the LPR shall be directed to the (*specify LPR Administrator*_____)

Authorized by: _____ Chief/Sheriff

Date: _____

Appendix B: IACP ALPR Survey Instrument

International Association of Chiefs of Police
2009 Survey of Law Enforcement Agencies
Policy and Operational Guidance for Law Enforcement License Plate Readers

Grant No. 2007-MU-MU-K004

CONTACT INFORMATION OF SURVEY RESPONDANT

Name:	<input type="text"/>		
Title:	<input type="text"/>		
Agency:	<input type="text"/>		
Address:	<input type="text"/>		
Suite/Bld:	<input type="text"/>		
City:	<input type="text"/>		
State:	<input type="text"/>		
Zip Code:	<input type="text"/>		
Telephone:	<input type="text"/>	Ext:	<input type="text"/>
E-mail:	<input type="text"/>		

IMPORTANT: Please read the instructions below prior to completing this questionnaire.

- Do not leave any questions blank.
- For the purpose of this survey, license plate reader (LPR) system types are defined as follows:
 - o Mobile = Camera(s) affixed to a vehicle
 - o Fixed = Camera(s) permanently affixed to a structure such as a pole, bridge, or overhead sign
 - o Portable = Camera(s) that are stationary but capable of being moved as needed, such as a unit in large traffic barrel, trailer, etc

If you have any questions about these instructions or this survey, please contact Meghann Tracy at (703) 836-6767 ext. 387 or tracy@theiacp.org

LICENSE PLATE READER (LPR) SYSTEMS POLICY & OPERATIONAL QUESTIONS

GENERAL QUESTIONS

1. Does your agency have a strategic operational plan for license plate readers (LPR)?

☐ Yes ☐ No ☐ I don't know

- 1.1 If yes, may we obtain a copy?

☐ Yes ☐ No ☐ I don't know

2. Do you have a specific policy regarding LPR?

☐ Yes ☐ No ☐ I don't know

IF YES

- 2.1 May we obtain a copy?

☐ Yes ☐ No ☐ I don't know

- 2.2 What elements are included in your policy? (Check all that apply)

☐ Data Access

☐ Data Sharing

☐ Data Quality

☐ Data Retention

☐ Public requests for information

☐ Other (please explain) _____

☐ I don't know

3. What was your primary purpose for acquiring a LPR systems?

4. Has that focus expanded?

☐ Yes ☐ No ☐ I don't know

If yes, please describe:

5. In which of the following areas are you using LPR data? (Check all that apply)

☐ Traffic initiatives of enforcement

☐ Crime Analysis

☐ General investigations efforts

☐ Narcotics

☐ Smuggling

☐ Gang enforcement

☐ Auto theft

☐ Other (please explain) _____

☐ I don't know

6. What have been the benefits of LPR technology use in your agency? (Check all that apply)

☐ Increase in stolen vehicle recoveries

☐ Increase in arrests

☐ Increase in productivity by officers

☐ Increase in crimes solved by using the LPR data

☐ Other (please explain) _____

☐ I don't know

7. On a scale of 1 to 5, with 1 being minimally beneficial and 5 being very beneficial, how beneficial have LPRs been to your agency?

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

8. Have you noticed any countermeasures being taken to thwart LPRs?

☐ Yes ☐ No ☐ I don't know

If yes, what were those countermeasures and how have you responded?

9. Do you have plans to expand your current LPR capability?

☐ Yes ☐ No ☐ I don't know

If yes, please explain.

10. Who owns the LPR data your agency collects? (Check all that apply)

☐ Our agency

☐ Regional agency (please explain) _____

☐ Vendor

☐ Other (please explain) _____

☐ I don't know

11. Are you part of a regional LPR effort or initiative?

☐ Yes

☐ No

☐ I don't know

If yes, please explain.

DATA ACCESS AND RETENTION SUBSECTION

1. Does your agency have a written policy regarding retention of your LPR data?

☐ Yes

☐ No

☐ I don't know

IF YES

1.1 May we have a copy of your agency's policy?

☐ Yes

☐ No

☐ I don't know

2. Does your agency have an electronic media evidence data retention policy?

☐ Yes

☐ No

☐ I don't know

IF YES

2.1 May we have a copy of your agency's policy?

☐ Yes

☐ No

☐ I don't know

3. What is the period of time that you currently retain your LPR data? _____

4. What were the key factors in determining length of retention?

5. If you use more than one type of LPR (mobile, fixed, portable), is there a difference in retention time between the different types?

☐ Yes ☐ No ☐ Not applicable ☐ I don't know

IF YES

5.1 Please explain.

6. Does your agency retain both the photos and the plate information for the full retention period established by your agency?

☐ Yes ☐ No ☐ I don't know

IF NO

6.1 Please explain your process

7. Is your agency aware of any LPR pertinent legislation passed by a governing body that affects or restricts your agency?

☐ Yes ☐ No ☐ I don't know

IF YES

7.1 Please explain.

8. Are there restrictions in your agency as to who can query LPR data (e.g. conduct a check to see if a plate is in the system and where it was captured)?

☐ Yes ☐ No ☐ I don't know

IF YES

8.1 Please explain.

9. Does your agency's LPR system have audit capability? (i.e. The ability to determine who as conducted a query and what was queried?)

☐ Yes ☐ No ☐ I don't know

LICENSE PLATE READER (LPR) SYSTEMS TECHNICAL QUESTIONS

GENERAL QUESTIONS

1. Does your current system support LPR data without negatively impacting your network?

☐ Yes ☐ No ☐ I don't know

IF NO

1.1 Please explain.

2. Have you experienced LPR data loss based on inadequate bandwidth?

☐ Yes ☐ No ☐ I don't know

3. Which best describes the where your LPR data is stored?

- ☐ On the hard drive of the laptop computer that is in the mobile LPR unit
☐ On a dedicated hard drive that is maintained at our agency
☐ On a server that supports multiple LPR feeds (fixed, mobile, portable)
☐ On a regional server that holds data from more than just our agency
☐ Other (please explain) _____
☐ I don't know

4. What is the file size of an individual LPR capture? _____

FIXED LICENSE PLATE READER (LPR) SUBSECTION

The questions in this section refer exclusively to fixed LPR systems which are defined as those that are permanently affixed to a structure such as a pole, bridge, or overhead sign.

1. Does your agency use fixed LPR systems?

☐ Yes ☐ No ☐ I don't know

IF NO

Please skip the remainder of this section and go on to the Portable License Plate Readers (LPR) Subsection

2. When did you first *deploy* your fixed LPRs? (Please use month/year XX/XXXX) _____
3. How many fixed LPR units does your agency have? _____
4. How many locations have fixed LPR cameras? _____
5. Do your fixed LPR locations have dedicated cameras for each lane of traffic?
☐ Yes ☐ No ☐ Some do and some do not ☐ I don't know

6. What information is captured by your agency's LPRs? (Check all that apply)
- ☐ Time and Date
 - ☐ GPS coordinates
 - ☐ Conceptual photo (e.g. car make and model, vehicle passengers)
 - ☐ Image of plate
 - ☐ Other (please explain) _____
 - ☐ I don't know
7. How does your agency transfer data to/from LPR units? (Check all that apply)
- ☐ USB stick
 - ☐ Wi-fi or hot spot
 - ☐ Cellular
 - ☐ Radio modem (e.g. 700 MHz, 800 MHz, VHF, UHF, etc.)
 - ☐ Mesh
 - ☐ Other (please explain) _____
 - ☐ I don't know
8. How often are the captured plates (plates read by the LPR) transferred to your database?
- ☐ Once a day
 - ☐ Each shift
 - ☐ Multiple times per shift
 - ☐ Real time or near real time
 - ☐ They stay on the computer in the vehicle
 - ☐ Other (please explain) _____
 - ☐ I don't know
9. Which of the following are included in your alert/hot list for fixed LPR? (Check all that apply)
- ☐ Stolen vehicles
 - ☐ Stolen plates
 - ☐ Wanted persons
 - ☐ Probationers and/or paroles
 - ☐ AMBER alerts
 - ☐ Registered sex Offenders
 - ☐ Documented gang members
 - ☐ Suspended/revoked drivers
 - ☐ No insurance
 - ☐ Parking scofflaws
 - ☐ Other (please explain) _____
 - ☐ I don't know

10. How often is the alert list (hot list) updated?

☐ Once a day

☐ Each shift

☐ Multiple times per shift

☐ Real time or near real time

☐ Other (please explain) _____

☐ I don't know

11. On a scale of 1 to 5, with 1 being Very Poor and 5 being Very Good, please rate the ability of your agency's LPR system to perform under each of the following conditions:

Daylight

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

Night

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

Rain

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

Fog

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

Dust Storm

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

Snow

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

Low speed (i.e. Urban/suburban streets)

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

High speed (i.e. Highways)

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

Installation Questions

12. Which of the following factors did you consider during planning for your fixed LPR deployments? (Check all that apply)

☐ Infrastructure (e.g. existing poles, signage or structure that could be used)

☐ Connectivity (ability to connect with the internet/intranet)

☐ Permitting requirements

☐ Access to power

☐ Key ingress/egress point

☐ Mission oriented enforcement

☐ Ability to intercept or predict course of travel of vehicle after alert

☐ Other (please explain) _____

☐ I don't know

13. Who performed the installation of your fixed LPR (check all that apply)

☐ Agency personnel

☐ LPR Vendor

☐ Contractor

☐ Other (please explain) _____

☐ I don't know

14. How are your fixed LPR systems mounted (check all that apply)

☐ Dedicated (solely for LPR use) pole mounts

☐ Bridge mounts

☐ Light poles

☐ Existing signage structure

☐ Other (please explain) _____

☐ I don't know

15. How are your fixed LPR systems powered? (Check all that apply)

☐ AC

☐ Battery

☐ Solar

☐ Wind

☐ Other (please explain) _____

☐ I don't know

16. Was a permit process required for installation? (Check all that apply)

☐ Yes

☐ No

☐ I don't know

IF YES

16.1 Who handled the process? (Check all that apply)

☐ Agency

☐ LPR vendor

☐ Contractor

☐ City/County/State

☐ Other (please explain) _____

☐ I don't know

16.2 Approximately how long did the permit process take? _____

Hardware/Software

17. Which of the following does your LPR system use? Check all that apply)

☐ Black & white camera for conceptual photo

☐ Color camera for conceptual photo

☐ Infrared camera for plate

☐ Other (please explain) _____

☐ I don't know

18. Has your agency experienced any hardware failures with your fixed LPR system?

☐ Yes

☐ No

☐ I don't know

19. Has your agency experienced any software failures with your fixed LPR system?

☐ Yes

☐ No

☐ I don't know

20. Have there been any software conflicts as a result of your fixed LPR system?

☐ Yes

☐ No

☐ I don't know



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