



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: Adopt resolution dispensing with the formal request for proposal procedure pursuant to Elk Grove Municipal Code 3.42.140(B)(3) and authorizing the City Manager to execute the second amendment to the contract with Flock Group, Inc. for automatic license plate readers and public safety operating system in the amount of \$1,161,811, or other such amount as may be directed by the City Council, for a total amount not-to-exceed \$1,436,708 through April 25, 2028

MEETING DATE: April 12, 2023

PREPARED BY: Tamara Lopez, Management Analyst

DEPARTMENT HEAD: Robert Davis, Chief of Police

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution dispensing with the formal request for proposal procedure pursuant to Elk Grove Municipal Code 3.42.140(B)(3) and authorizing the City Manager to execute the second amendment to the contract with Flock Group, Inc. for automatic license plate readers and public safety operating system in the amount of \$1,161,811 for a total not-to-exceed of \$1,436,708 through April 25, 2028.

BACKGROUND INFORMATION:

Police departments worldwide, including Elk Grove Police Department (EGPD), have utilized Automatic License Plate Readers (ALPR) to assist with locating stolen or wanted vehicles for many years. ALPR technology captures digital images of license plates on vehicles as they pass cameras throughout the city. The license plate is scanned at high speed and cross-checked against a database. If a vehicle is identified as stolen or wanted, an EGPD employee is notified. In addition, the ALPR system stores the location, time, vehicle information, and photos of the vehicle and license plate. All of

this data can be retrieved and used for investigative purposes. This technology has successfully assisted EGPD in apprehending criminals committing crimes in Elk Grove and outside jurisdictions.

EGPD has generally used ALPR technology mounted to patrol vehicles in the past. While this has proven to be effective, it is limited in scope. Stationary ALPRs mounted to poles throughout the city improve EGPD's ability to identify stolen and wanted vehicles entering Elk Grove, vehicles associated with missing or endangered persons, and vehicles associated with serious crimes under investigation.

In August 2021, the City entered into an agreement with Flock Group, Inc. (Flock) for five stationary Flock Camera Systems, which include: camera hardware, maintenance and support, camera software, software updates, solar panels, poles, mounting equipment, and monitoring. In December 2021, the City increased the number of Flock Camera Systems to 50 via the First Amendment to this agreement.

In April 2022, the City entered into an agreement with Spacialitics LLC for data aggregation mapping and real-time analytics. This included a dashboard with curated content allowing the end user to have intelligence at their fingertips. The City terminated this agreement in January 2023 after discovering a superior product, Microsoft's Power BI. Staff was able to query and analyze data through this platform for free, and it performed better than the product the City was paying for at the time. The real-time dashboards were created through Sharepoint, and City staff could replicate the product internally, resulting in no longer needing the Spacialitics platform; however, a data aggregation mapping platform and public safety operating system are still needed for other purposes in the Real-Time Information Center (RTIC).

ANALYSIS/DISCUSSION:

EGPD staff has found the Flock ALPR system to be of extreme value. The Flock ALPR system has aided in apprehending suspects, locating missing persons, locating stolen vehicles, and numerous other law enforcement-related successes over the last year and a half of use. Because of this success, EGPD staff recommends purchasing ten more Flock camera systems for additional coverage throughout Elk Grove. The cameras will be strategically placed to provide city-wide coverage and provide EGPD employees with detailed information to assist with deterring and investigating crime. EGPD staff also recommends allowing for the purchase of additional cameras each year over the next three years if analysis by staff determines a need for additional cameras each year.

Flock has developed a data aggregation mapping and public safety operating system called Flock OS. This system will meet the needs of the RTIC and comes at a lower cost than the prior agreement with Spacialitics LLC. In addition, the platform will seamlessly integrate with the Flock ALPR systems used throughout the city. Flock OS also includes small video servers allowing the City to engage with businesses to provide live external camera feeds from businesses throughout the city. This will be a voluntary project for interested companies.

The Flock system is an all-inclusive model for deploying and using ALPR cameras. Flock provides a controlled, searchable database that is accessible by authorized law enforcement personnel. In addition, Flock is the sole provider of comprehensive monitoring, processing, and machine vision services that integrate with the Flock Safety camera. The Flock system is a one-stop solution that more than 200 law enforcement agencies currently use throughout the United States. Agencies utilizing Flock have seen positive results with crime suppression and as an investigative tool that assists with criminal apprehension.

Elk Grove Municipal Code Section 3.42.140(B)(3) states that the City Council may dispense with the formal request for proposal procedure when, in the judgment of the City Council, compliance with the procedure is not in the best interest of the City.

For the reasons listed above and the positive experience the EGPD has had with Flock Group, Inc., it is the opinion of staff that a formal request for proposals process will not be in the best interest of the City and that the expenditures of time and money will not result in an outcome more advantageous to the City. Staff therefore recommends that the City Council authorize an amendment to the existing contract with Flock Group, Inc., increasing the total compensation by \$1,161,811 with a total not-to-exceed amount of \$1,436,708 and extending the term through April 25, 2028.

ALTERNATIVE ACTIONS:

An alternative to amending the original contract for automatic license plate readers and a public safety operating system with Flock Group, Inc. is to begin a formal request for proposal process. However, staff believes a formal process would not result in pricing that is more beneficial than what is offered by Flock Group, Inc. Further, staff is very satisfied with Flock's current, one-stop solution and is unaware of competitors offering a similar all-inclusive

model. Therefore, staff does not recommend pursuing a formal proposal process for the automatic license plate reader systems.

FISCAL IMPACT:

The Department has sufficient funding in the police department’s budget to cover the first-year cost of \$206,208. The annual cost for years 2 through 5 will be \$210,000 per year, if additional optional cameras are not added, and will be included in the citywide budget approval process. Staff requests an allowance not to exceed \$235,500 to add additional cameras (estimated at 30 total additional cameras) in years 2 through 4, if needed. The table below shows the annual cost per Fiscal Year if 10 additional cameras are added in years 2 through 4 at the current market rate for the cameras. The additional cameras are eligible for Measure E funding and are proposed to be included in the Measure E Expenditure Plan.

Fiscal Year	New Cameras	Total Number of Cameras	FY Cost for Cameras	Operating System Cost	Total FY Cost
23/24	10	60	\$153,500.00	\$ 60,000.00	\$213,500.00*
24/25	10	70	\$178,500.00	\$ 60,000.00	\$238,500.00
25/26	10	80	\$203,500.00	\$ 60,000.00	\$263,500.00
26/27	10	90	\$228,500.00	\$ 60,000.00	\$288,500.00
27/28	0	90	\$225,000.00	\$ 60,000.00	\$285,000.00**

*Credit of \$7,292 will be applied to year one for total FY cost of \$206,208.

** Excludes one-time implementation fee of \$3,500.

ATTACHMENTS:

1. Resolution
2. Contract Amendment No. 2

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
DISPENSING WITH THE FORMAL REQUEST FOR PROPOSAL PROCEDURE
PURSUANT TO ELK GROVE MUNICIPAL CODE SECTION 3.42.140(B)(3) AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT
TO THE CONTRACT WITH FLOCK GROUP, INC. FOR AUTOMATIC LICENSE
PLATE READERS AND PUBLIC SAFETY OPERATING SYSTEM IN THE AMOUNT
OF \$1,161,811 FOR A TOTAL NOT-TO-EXCEED OF \$1,436,708
THROUGH APRIL 25, 2028**

WHEREAS, law enforcement agencies throughout the world utilize Automatic License Plate Readers (ALPR) to assist with locating stolen vehicles, wanted vehicles, wanted persons, and missing persons; and

WHEREAS, cities, including Elk Grove, utilizing ALPRs have seen positive results with crime suppression and are a valuable tool for assisting with criminal apprehension; and

WHEREAS, in August 2021, the City entered into an agreement with Flock Group, Inc. (Flock) for five Flock Camera Systems, increased the number of cameras to 50 in April 2022, and has experienced great success utilizing the systems in the City of Elk Grove; and

WHEREAS, staff recommends purchasing 10 additional Flock camera systems for additional coverage throughout the City and adding Flock's public safety operating system used for data aggregation mapping and analytics; and

WHEREAS, pursuant to Elk Grove Municipal Code (EGMC) Section 3.42.140(B)(3), the City Council may dispense with the formal request for proposal procedure when, in the judgment of the City Council, compliance with the procedure is not in the best interest of the City and, for the reasons presented, the City Council finds that pursuit of the formal request for proposal procedure is not in the best interest of the City for the proposed contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby dispenses with the formal request for proposal procedure pursuant to EGMC 3.42.140(B)(3) and authorizes the City Manager to:

1. Execute Amendment No. 2 to the contract with Flock Group, Inc., in substantially the form presented, for automatic license plate reader systems and a public safety operating system in the amount of \$1,161,811 for a total contract not-to-exceed amount of \$1,436,708 through April 25, 2028.
2. Execute all future amendments to the agreement concerning camera system quantities and associated pricing required to meet the needs of the City, provided that such amendments do not result in an increase to the total compensation paid to Flock Group, Inc.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 12th day of April 2023

BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY



SECOND AMENDMENT TO CONSULTANT CONTRACT

FLOCK GROUP INC.

THIS SECOND AMENDMENT TO CONSULTANT CONTRACT (“Second Amendment”) is made and entered into between City of Elk Grove, a California municipal corporation (“City”) and Flock Group Inc., a Delaware corporation registered with the California Secretary of State (“Consultant”), and hereby amends the agreement entered into between the parties on August 20, 2021, as contract number C-21-451 (“Contract”) and the First Amendment entered into between the parties on November 17, 2021, as contract number C-21-685 (“First Amendment).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. It is the intent of the City and Consultant to continue to be bound by all terms and conditions of the Contract and First Amendment, all of which are expressly incorporated into this Second Amendment by this reference, except as expressly changed by this Second Amendment.
2. The Contract termination date shall be extended from December 9, 2023, and shall terminate at 11:59 p.m. on April 25, 2028, unless modified in the manner provided in Section 10, Amendments, Changes or Modifications or terminated earlier pursuant to Section 11, Termination, of the Contract.
3. City and Consultant agree that compensation to Consultant shall be paid pursuant to the Contract except that the total compensation payable to Consultant under the Contract, as amended herein, is hereby increased by One Million One Hundred Sixty One Thousand Eight Hundred Eleven Dollars (\$1,161,811.00); in no event shall the total compensation to Consultant under the Contract and any amendments thereto exceed One Million Four Hundred Thirty Six



City of Elk Grove
Flock Group Inc.
 Re: License Plate Readers

Thousand Seven Hundred Eight Dollars (\$1,436,708.00), without the City's prior written approval.

4. Consultant and City agree to amend Exhibit C, Compensation and Method of Payment, of the Contract, as attached to the First Amendment, with the revised table as follows:

Product/Service	Annual Cost/Item	Quantity	Total Annual Cost
Flock Falcon Camera System – includes camera hardware, maintenance and support, camera software, software updates, unlimited users, 30 days unlimited data storage, solar panels, poles, LTE connectivity, mounting equipment, and monitoring.	\$2,500.00	60	\$150,000.00
FlockOS – integration and analytics software	\$60,000	1	\$60,000
Product/Service	One-Time Cost/Item	Quantity	Total One-Time Cost
Implementation Fee*	\$250	50	\$12,500
Implementation Fee (after 3/1/23)*	\$350	10	waived

* One-time fee per camera system

A credit of \$3,792.00 shall be applied to the first year's invoice following the execution of this amendment for a year one total of \$206,208. Subsequent years shall be billed at \$210,000 per year.

All other terms and conditions of Exhibit C, to the Contract, remain unchanged except as otherwise expressly amended in writing.

5. The person or persons executing this Second Amendment on behalf of the Consultant warrant and represent that they have the authority to execute this Second Amendment on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

6. The Contract, First Amendment and this Second Amendment constitute the entire agreement between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

7. Consultant and City agree and acknowledge that the provisions of this Second Amendment have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Second Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Second Amendment shall not be resolved against the drafting party.



City of Elk Grove
Flock Group Inc.
Re: License Plate Readers

AGREED to this _____ day of _____, 2023, by the parties as follows.

Approved as to form:

CONSULTANT

By: _____
Attorney for Consultant

By: Alex Latraverse 3/15/2023 | 7:45 AM PDT
Alex Latraverse, Chief Revenue Officer

Approved as to form:

CITY OF ELK GROVE

By: Jonathan P. Hobbs 3/15/2023 | 8:11 AM PDT
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest:

By: _____
Jason Lindgren, City Clerk