

Mayor and Council Communication

DATE: 11/28/23

M&C FILE NUMBER: M&C 23-0995

LOG NAME: 04FLOCK GROUP AMENDMENT AND RAVEN SOFTWARE

SUBJECT

(ALL) Authorize Amendment to City Secretary Contract No. 55013 with Flock Group, Inc. to Clarify the Number of Devices in Use, the Associated License Terms and Pricing for Each Device, Ensure Compliance with the City's Encroachment Ordinance, and Clarify the Total Spend Authorized by Council; Authorize a Separate, Sole Source, Agreement with Flock Group, Inc. for its Raven Audio Detection System in the Amount of \$70,000.00 for a Two-Year Term with Renewals; Waive the Associated Development Fees for Installation, and Find a Public Purpose and Adequate Controls Exist

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize an amendment to City Secretary Contract No. 55013 with Flock Group, Inc. to clarify the number of license plate reader cameras that are in circulation and use by the City; to clarify the associated license terms and pricing for each device that is connected to the Flock software; to ensure compliance with the City's encroachment ordinance, and to clarify the total spend authorized by Council;
 2. Authorize a separate, sole source, agreement with Flock Group, Inc. for the use of the Raven gunshot detection array and system in the amount of \$35,000.00 annually, and up to \$70,000.00 for the initial two-year term, after the City receives appropriate credits; and
 3. Authorize to waive the associated development fees for installation of the license plate reader cameras and Raven audio detection devices in the City's right of way, and find that a public purpose and that adequate controls exist for the waiver of the development fees.
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DISCUSSION:

The purpose of this Mayor and Council Communication (M&C) is to clarify steps taken related to City Secretary Contract (CSC) No. 55013 with Flock Group, Inc. (Flock) and clarify the number of Flock devices in use and their associated fees. Further, the purpose of this M&C is to provide the City Council with information related to the Raven gunshot detection system and request authorization for a separate sole source Agreement with Flock. Finally, this M&C is necessary to authorize the execution of a Right-of-Way Use Agreement and to ensure the City, and Flock, comply with the City's encroachment ordinance when installing cameras and audio devices in the City's right of way, to waive the development fees associated with that installation, and to find that a public purpose and adequate controls exist.

Background

In 2020, the Purchasing Division, with the Information and Technology Solutions Department (ITS), held a formal Request for Proposal (RFP) No. 20-0128 for automated license plate reader cameras. The RFP was for infrastructure free stationary cameras that could read license plates under specified conditions. A team made up of members from the Fort Worth Police Department (FWPD) and ITS reviewed the responses to the RFP and Flock was the vendor awarded the contract.

On November 17, 2020, through M&C 20-0842, the City Council authorized an agreement with Flock in an amount up to \$500,000.00 annually to purchase automated license plate camera readers for ITS on behalf of FWPD, with an initial term of one year and nine annual renewal options. The total cost of \$500,000.00 included initial one-time fees for the purchase of at least 48 cameras and 3 years of service for the annual subscription related to the Flock software that enables the cameras to detect and read license plates. On December 9, 2020, the City executed CSC No. 55013 (Agreement) and leased 48 cameras for a usage fee of \$96,000.00 and a one-time installation fee of \$12,000.00. The cameras were installed primarily on existing City infrastructure but a small number were installed on Flock owned poles in the City's right-of-way.

On August 17, 2021, through M&C 21-0567, the City Council authorized an amendment to the Agreement to increase the total compensation amount by \$125,000.00 for a new annual amount of \$625,000.00 for the purchase of additional automated license plate reader cameras for use by the City of Fort Worth Code Compliance Department related to litter detection. Thereafter, on October 4, 2021, the City executed Amendment No. 1 to CSC No. 55013 to increase the total compensation in accordance with the council authority. The Agreement was amended a second time on June 24, 2022 to revise the pricing schedule and renew the Agreement for an additional one-year term from December 9, 2021 to December 8, 2022. The Agreement is currently in its second renewal term and set to expire December 8, 2023, unless renewed for a third renewal term by the mutual agreement of the parties.

In May of 2023, while installing a camera, Flock contractors nearly contacted a water line while digging in the City's right-of-way to install a pole to hold a Flock camera. This incident led to the discovery that: (1) the Agreement does not accurately reflect the number of cameras in use or fees charged to the City; and (2) the use of the City's right-of-way for installation has not followed the requirements of the City's encroachment ordinance. Further, it was discovered that the majority of the funds authorized by council in the previous M&Cs have not been used to purchase cameras, but, instead, are being used for the associated software license fees with Flock. The majority of the cameras in use today are City-owned cameras built by the FWPD, after the FWPD acquired the parts through existing contracts, and incorporated into the Flock system. This cheaper approach has allowed the FWPD to employ additional cameras within the Flock system under the existing council authority. However, the contract did not clearly reflect the actual implementation described above.

CAMERAS AND FLOCK-OS IN USE

It is recommended that the Agreement be amended to clarify that the City is currently leasing 117 Flock Safety Falcon LPR cameras and has incorporated 141 City-owned cameras into the Flock system using its Flock Safety Wing, LPR software integration. The total fees paid to Flock for the use of the above cameras is \$504,000.00 annually.

In addition, the City is paying Flock \$12,000.00 annually for 20 of its Flock Safety Wing Livestream feature which connects every integrated livestream camera in the community alongside the Flock Safety Hot List alerts in a single view. The Flock Safety Wing Livestream is an integration component attached to a third party camera network through its internet connection that exports the camera feeds to Flock so it may be shared with FWPD. The City uses this feature to incorporate cameras obtained by private third-party entities into the Flock system, with permission and as requested, so that the footage may be used by FWPD. The City is also paying Flock \$15,000.00 annually for its Wing System Connect, now called FlockOS, which is Flock's subscription service that includes, among other things, its Environmental Systems Research Institute (ESRI) Based map interface, video management system, integration with Flock hardware, real-time alerts, unlimited users and connections, and the automated license plate reader search tool with vehicle fingerprint analytics. The total annual spend for all cameras currently in use (leased and City-owned), the Flock Safety Wing Livestream feature, and FlockOS is \$531,000.00. These cameras and features were added at different times since the Agreement was executed in 2020; which created overlapping license terms for FlockOS depending on when a particular camera was integrated into the Flock system. The associated license terms are tracked internally by Flock and were not described in the Agreement. Accordingly, in addition to detailing the information above, the amendment authorized by this M&C will clearly co-term all FlockOS device license terms with the term of the Agreement. Some of the associated license terms were pre-paid by the City to cover more than one year's term. Therefore, by co-termining every device, the annual spend for the next term of the Agreement will receive a credit, as further detailed below.

CITY RIGHT-OF-WAY

The majority of cameras in use are installed on City-owned infrastructure. However, three of the cameras leased from Flock are installed on Flock owned poles installed in the City's right of way. In addition, moving forward, integration of additional cameras may require the installation of additional Flock-owned poles in the City right-of-way. Ordinarily, when a Vendor encroaches in the City's right-of-way, the City requires compliance with the City's encroachment ordinance, Ordinance No. 24514-11-2020 (Ordinance). The Ordinance requires, among other things, the City's consent to the encroachment, the payment of certain development fees, permitting, execution of a Right-of-Way use agreement, and the appropriate coordination with City departments to ensure utilities are located and avoided. The amendment authorized by this M&C will include an executed Right-of-Way Use Agreement (Right-of-Way Agreement) as an additional exhibit to the Agreement. The Right-of-Way Use Agreement will grant Flock a non-exclusive license to use certain portions of the City's right-of-way in order to erect, construct, install, operate, maintain, repair, and replace Flock-owned equipment, subject to certain terms and conditions detailed in the Right-of-Way Use Agreement. Pursuant to the Right-of-Way Use Agreement, Flock will be permitted to install equipment in the City's right-of-way but must coordinate with the City and comply with the Ordinance.

It is recommended that all permitting fees for the encroachment onto the City's right-of-way be waived to further the public purpose of improving public safety through crime detection, prevention, and enforcement support. It is also recommended that the City Council determine that there are adequate controls in place in the form of the Agreement and the Right-of-Way Use Agreement.

FLOCK SAFETY RAVEN SYSTEM

Flock also offers the use of its Flock Safety Raven audio detection system (Raven). The Raven is an audio detection system implemented in 1-square mile coverage areas to detect gunshots using FlockOS. The Raven works by placing audio devices in a 1-square mile array and incorporating the devices into FlockOS to detect gunshots within the array. Accordingly, the system is purchased in 1-square mile array packages. If a gunshot is detected within the coverage area, FlockOS will alert the City to facilitate a rapid response so that FWPD may further investigate the source of the detected sound. In 2022, the City of North Richland Hills (NRH) was the recipient of grant funds from the Texas Anti-Gang Center (TAG) through the Office of the Governor's Homeland Security Grants Division (HSGD) FY2023 North Texas Anti-Gang Center Program Grant #2848908. NRH, as the recipient of the grant funding, used the funds to purchase 4-square miles of the Raven system at a discounted rate of \$25,000.00 annually per square mile array, for a two-year term. Thereafter, pursuant to an asset transfer addendum and interlocal agreement as authorized by M&C 23-0045, NRH transferred to the City the two-year term of the 4 square mile array, which is valued at \$200,000.00. Therefore, the City has an outstanding credit of \$200,000.00 for its initial use of the Raven system. Afterward, to continue using the 4-square mile array transferred to the City, the City will pay Flock its standard rate of \$35,000.00 per square mile, or \$175,000.00 annually for the full 4 square mile system transferred from NRH.

Therefore, it is recommended that the City Council authorize a separate, sole source, agreement (Raven Agreement) with Flock for the use of the Raven for an initial two-year term and authorize unlimited renewals. With the Raven Agreement, the City will make use of the \$200,000.00 credit for the Raven system transferred to the City from NRH by implementing 4-square miles of the Raven system at no cost to the City for the initial two-year term. Additionally, the City will purchase an additional 1-square mile of the Raven System at the annual cost of \$35,000.00, or \$70,000.00 for the initial two-year term. If the Raven Agreement is renewed for a third year, to maintain the full 5-square mile coverage area, the annual spend will be \$175,000.00. Any additional coverage or use of the Raven System will include an additional \$35,000.00 annual price point per square mile.

ANNUAL COSTS

Beginning with the third renewal term of the Agreement from December 9, 2023 through December 8, 2024, the annual spend for CSC No. 55013 will be: \$175,025.25 for the third renewal term due to credit offsets from co-termining prepaid device license terms; and then \$531,000.00 recurring annually for each successive renewal term.

For the Raven Agreement, the initial term will co-term with CSC No. 55013 and begin December 9, 2023 and expire December 8, 2024. The City will receive a credit of \$200,000.00 over the first two years due to the asset transfer from NRH. As a result, the City will pay Flock \$70,000.00 for the initial two-year term of the Raven Agreement for the additional 1-square mile. For the first renewal term, or third year of the Raven Agreement,

the credit from the NRH transfer will expire, so the annual spend will increase to \$175,000.00 to maintain the 5-square mile coverage array of the Raven System.

Funding is budgeted in the Other Contractual Services account of the CCPD Citywide Camera Program Department's Crime Control & Prev Distr Fund.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that upon approval of the recommendations, funds are available in the current operating budget, as previously appropriated, in the Crime Control & Prev Distr Fund. Prior to an expenditure being incurred, the Police and Information Technology Solutions Departments have the responsibility to validate the availability of funds.

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