

Attachment A

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RESOLUTION NO. 2025-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GREENFIELD AUTHORIZING THE CITY MANAGER TO ENTER
INTO A MEMORANDUM OF UNDERSTANDING WITH THE
COUNTY OF MONTEREY REGARDING THE INSTALLATION OF
FLOCK SAFETY CAMERAS WITHIN THE COUNTY OF
MONTEREY RIGHT-OF-WAY**

WHEREAS, The City of Greenfield City Council desires to undertake a project with Flock Safety Cameras to expand existing coverage; and

WHEREAS, the expansion of the project requires a Memorandum of Understanding (MOU) with the County of Monterey regarding the installation of Flock Safety Cameras within the County of Monterey right-of-way;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Greenfield is authorized to execute on behalf of the City of Greenfield City Council the attached MOU.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regular meeting of the City Council held on the 8th day of April 2025, by the following vote:

AYES, and all in favor, therefore, Councilmembers: Mayor White, Mayor Pro-tem Rodriguez, Councilmembers Ortiz, Jones and Garcia

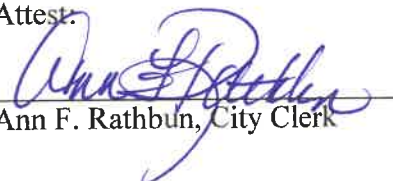
NOES, Councilmembers: None

ABSENT, Councilmembers: None



Robert White, Mayor

Attest:



Ann F. Rathbun, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONTEREY
AND CITY OF GREENFIELD REGARDING INSTALLATION AND USE OF FLOCK
SAFETY CAMERAS WITHIN THE COUNY OF MONTEREY RIGHT OF WAY**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made between the County of Monterey, a political subdivision of the state of California (the County), and the City of Greenfield a California municipal corporation (the City). This MOU is entered into as of this ____ day of _____, 2025, by and between the City and the County.

RECITALS:

WHEREAS, the City has contracted with Flock Group Inc. (aka Flock Safety) to lease Flock cameras which includes installation, access to footage/data, and related professional services to acquaint officers with the new technology; and

WHEREAS, the City is in need of a cooperative agreement with County to allow for installation of Flock Safety camera equipment within County right of way to assist law enforcement with response and investigation activities; and

WHEREAS, the parties wish to enter into an MOU to outline their respective obligations related to the cameras/equipment, installation, use, maintenance, data, storage, and other related matters.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. PURPOSE

The purpose of this agreement is to allocate duties for the contracting and implementation of Flock Safety cameras, equipment, access, use of infrastructure, and professional services required for the desired technology to assist City officers as needed.

SECTION 2. ROLES AND RESPONSIBILITIES

- A. FLOCK SAFETY CONTRACT AND LEASE AGREEMENT.** The City has entered a lease agreement with Flock Group, Inc., under which the City has agreed to pay for and manage all equipment and professional services related to a lease agreement with Flock Group Inc. The County shall permit access to right-of-way locations identified in Exhibit A for installation purposes; however, County will not have any other obligations related to the Flock Safety lease or other, related contracts.
- B. USE OF POLES IN COUNTY RIGHT-OF-WAY.** The County agrees to provide access to select County right-of-way locations that may be used for the City for installation of the Flock cameras and poles, as listed in Exhibit A to this MOU. City and/or Flock Safety

shall be responsible for the Flock pole installation with County pre-approval as to permitted location within the County right-of-way. City is responsible for all locations and/or responses that may be required at the pole location and must remove the pole and restore the right-of-way to its original condition upon termination of this MOU. The parties agree that the locations set forth in Exhibit a may be added or modified by written agreement of the parties without a formal amendment of the MOU.

- C. NOTIFICATION OF WORK.** The parties agree that the City and/or Flock Safety staff shall notify the County authorized representative at least five days prior to any installation, maintenance, modification, or replacement/removal of cameras and related equipment. Such notification shall include location and the date on which the work will be performed.

SECTION 3. TERM / TERMINATION

The Agreement shall commence upon signing and shall end upon expiration or termination of the City's lease with Flock Safety, including any extension thereof. Either party reserves the right to terminate this MOU for any reason, with or without cause, upon 30 days written notice to the other party. Upon termination of this MOU, all equipment related to Flock Safety cameras must be removed at the City cost and the County's right of way restored to its original condition.

SECTION 4. MICELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

City of Greenfield:	William Paul Wood City Manager 599 El Camino Real P.O. Box 127 Greenfield, California 93927
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County of Monterey:	Randy Ishii, MS, PE, TE, PTOE Director of Public Works Facilities and Parks 1441 Schilling Place, 2 nd Floor Salinas, California 93901
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- B. DATA / STORAGE.** The City agrees to be responsible for storage and retention schedules for any data or footage obtained through Flock Safety equipment / services including obligations that may arise from the collection of data such as license plates,

photos/depictions of vehicles and/or areas surrounding photographed vehicles, and data documenting the date, time, and location of images captured. The City further agrees to be responsible for responding to any public data requests received by the City of the County with respect to such data. The parties agree that none of the data or documents collected are either County property or within the County's possession, use, or control.

C. COMPLIANCE WITH APPLICABLE LAW. The City agrees and warrants that, as of the effective date of this Agreement, it is, and will remain, in compliance with applicable federal, state, and local law, including, but not limited to SB 34, California state law governing use of automated license plate reader data, codified at California Civil Code section 1798.90.5, et seq. The City further agrees it is solely responsible for such compliance.

C. THIRD PARTY BENEFICIARIES. The Agreement shall not inure to the benefit of or create any right of cause of action in or on behalf of, any person or entity other than the parties to this MOU.

D. AMENDMENT. No amendment to any provision of this Agreement is valid unless in writing and signed by an authorized representative of each party, except as provided in Section 2B of this MOU.

E. LIABILITY.

1. Responsibility for Own Acts and Omission.

Each party agrees that it will be responsible for its own acts and omissions and any liability resulting there from to the extent authorized by law. No party shall be responsible for the acts of other party or the results thereof.

2. No Waiver.

Notwithstanding the foregoing, the terms of this Agreement are not to be constructed as, not operate as, waivers of a party's statutory or common law immunities or limitations on liability, including, but not limited to the state of California or any other applicable law or regulation providing limitations, defenses, or immunities to the County or City.

3. Indemnification.

The City agrees that, in consideration for the County's agreement to allow the City to access County right-of-way locations to install of the Flock cameras and poles, it will defend, indemnify, and hold harmless the County of Monterey and/or its agents, officers, and/or employees from any claim, action, or proceeding against the County and/or its agents, officers, and/or employees stemming from either the City or Flock's installation of Flock cameras and poles, including, but not limited to, claims of negligence, noncompliance with applicable law, damage to private property, Public

Records Act requests (based upon both California and the Federal Freedom of Information Act) and claims of invasion of privacy, which action is brought within the time provided for under law. The City shall reimburse the County for any court costs and attorney's fees that the County may be required by a court to pay as a result of such action.

The County shall notify the City of any such claim, action, and/or proceeding as expeditiously as possible. The County may, at its sole discretion, participate in the defense of such action. However, such participation shall not relieve the City of its obligations under this condition. Regardless, the County shall cooperate fully in defense of the claim, action, and/or proceeding.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

COUNTY OF MONTEREY

By: _____
Randy Ishii, MS, PE, TE, PTOE
Director of Public Works Facilities & Parks

Date: _____

CITY OF GREENFIELD

By: William Paul Wood
William Paul Wood
City Manager

Date: 4/11/2025

EXHIBIT A

PERMITTED CAMERA LOCATIONS WITHIN COUNTY RIGHT OF WAY

EXHIBIT A

CA- Greenfield PD Expansion 3

[Go to Project Management](#)



Cameras

- 4 Generic LPRs
- 2 Standard Range Camera - Pilots
- 2 LPR 2.2 - 18 mm - Verizon CAT 4 (7810s)

Poles

- 4 Flock Pole - 12 ft
- 1 Existing Light Pole

Power

- 2 85W Solar Panel Top of Poles
- 2 85W Solar Panel Top Mount - Tilt
- 1 85W Solar Panel Side Mount - Tilt

Cameras < F4008 Elm Ave @ 14th St EB

Address



Distance: 18.4 ft.



Streetview



Solar



39501 Elm Ave, Greenfield, CA 95927, United States [36.305123888021155, -121.2637813737319]

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