



February 9, 2026

VIA EMAIL ONLY

Board of Supervisors

Alameda County

E-Mail: clerk@acgov.org

RE: Sheriff Request for Contract Extension – Flock Safety ALPR System
Board Agenda Item 44 (February 10, 2026) – Opposition

Dear President and Members of the Alameda County Board of Supervisors:

I write in opposition to the Sheriff’s request for a contract extension with Flock Group, Inc. (Flock Safety) for Automated License Plate Reader (“ALPR”) surveillance technology, listed as Item 44 on the February 10, 2026 agenda.

Please accept this letter in the spirit of “let’s try to find the least harmful path forward.” Although Secure Justice is preparing to pursue legal remedies against Alameda County for its many violations of state law regarding automated license plate readers (“ALPR”), we believe there is still a clear and responsible path forward that reduces litigation exposure, reputational harm, and long-term public safety consequences.

Our Demand

Secure Justice urges the Board to take the following actions:

- Reject the proposed contract extension with Flock Safety.
- Direct staff to immediately shut down and disable all Flock systems currently in use.
- Direct the Sheriff’s Office to terminate all relationships with Flock Safety and remove all equipment.
- Direct the County to solicit alternative vendors (or alternatives to ALPR entirely) through a transparent process.

This is not a “pro-” or “anti-police” position. It is a pro-public safety, pro-governance, and pro-accountability position. Your legal exposure is significant.

1. Flock Safety Has Become a National Public Safety and Liability Problem

Over the past year, Flock Safety has become one of the most controversial surveillance vendors in the country. Increasingly, cities and counties are learning the hard way that these systems create mass surveillance infrastructure with weak oversight, unclear governance, and extraordinary mission creep.

Flock’s marketing is built around fear-based claims and exaggerated efficacy promises. But public agencies are left holding the bag when the program results in:

- [stalking incidents](#),
- [abuse by insiders](#),
- [civil rights complaints](#),
- [cybersecurity risk](#),
- and [community backlash](#).

The Sheriff’s proposal to extend this contract ignores these now well-documented and escalating risks.

2. Flock Has a History of Ethical Misrepresentation and Misleading Trial Programs

Flock Safety is not merely a vendor selling equipment. It is a corporation that has repeatedly been accused of:

- aggressively deploying “trial programs” designed to bypass procurement rules,
- misleading communities and elected officials about data access and data sharing, especially with federal immigration agencies,
- using marketing language that minimizes the surveillance impact,
- and downplaying the true scope of their “network.”

In short: this is not a vendor Alameda County should trust with sensitive location data.

A contract extension rewards and entrenches this behavior.

3. Cybersecurity Risk: Centralized Surveillance Databases Are High-Value Targets; Flock Technology Is Unsecured

The Sheriff’s request treats this as a routine vendor renewal. It is not.

ALPR databases are extremely sensitive because they contain geolocation intelligence about residents, visitors, witnesses, journalists, attorneys, activists, and political targets. Any centralized surveillance platform is an obvious hacking target.

Flock’s product is not merely a camera. It is a cloud-based intelligence system that invites:

- unauthorized access,
- credential theft,
- insider abuse,
- vendor-side mishandling,
- and exposure through third parties.

The County cannot realistically guarantee the [security of a system](#) that relies on a private corporation’s backend, contractors, and subcontractors.

This is a governance problem, not just an IT problem.

4. Data Sharing: Flock’s Business Model Encourages Network Expansion and Mission Creep

Flock Safety markets its product as a “network.” That is not a neutral design choice. It is a business strategy: the company benefits as more agencies join, share, and cross-query data.

This creates the predictable outcome that ALPR data collected locally can become effectively regional or national intelligence – and not just from federal immigration agencies. Red states that have [criminalized reproductive](#) and gender affirming care are presently seeking data on their own residents that drive to California in search of health care criminalized in their own state.

Even if Alameda County intends limited use today, contract extensions normalize and expand a surveillance ecosystem that becomes increasingly difficult to control or unwind later.

5. Federal Entanglement: Alameda County Should Not Build a System That Can Be Co-Opted

Recent events show that surveillance infrastructure can be commandeered or redirected once it exists.

As GovTech recently [reported](#), the Washington, D.C. Metro Police Department is now facing a federal takeover scenario that illustrates how local governments can lose control over surveillance systems, real-time crime centers, and public safety infrastructure under shifting political administrations.

Alameda County is actively building and expanding surveillance capabilities through its own real-time coordination structures. Extending Flock’s contract increases the risk that Alameda County’s surveillance infrastructure could later be:

- commandeered,
- compelled,
- redirected,
- or integrated into federal priorities that Alameda residents and policymakers do not support.

The Board should not gamble on the assumption that future federal administrations will respect Alameda County’s values.

6. ICE, Federal Agencies, and “Backdoor Access” Concerns Are Not Resolved

Flock Safety has faced major scrutiny for enabling [federal access](#) and federal-style intelligence use cases, including [immigration enforcement](#) concerns.

Even where Flock claims it has “changed policies,” the reality is:

- independent verification is limited,
- transparency is minimal,
- and public agencies cannot reliably audit vendor-side access.

The Board should assume that once the data exists in a private corporate system, it is subject to future repurposing, future policy changes, and future legal demands.

This is especially dangerous given today’s political climate and the renewed weaponization of surveillance against vulnerable populations.

7. Overseas Contractors and Third-Party Review Risks

Surveillance vendors increasingly rely on third-party contractors and [outsourced labor](#) to review data, improve machine learning models, or provide support services, undermining Flock and law enforcement’s statements that all local data will remain local, under local control.

The County should not assume that all sensitive Alameda County ALPR data is strictly handled by sworn personnel. The vendor ecosystem frequently includes:

- outsourced support operations,
- overseas labor,
- private contractors,
- and subcontractors with unclear accountability.

If the County cannot guarantee strict limitations on who may access and process ALPR data, the County should not operate the program at all.

8. Private Investigators and Secondary Use of ALPR Data

ALPR systems are attractive not only to law enforcement, but also to [private investigators](#) and other private-sector actors seeking location intelligence.

A responsible public agency should not build an intelligence database that could become useful to:

- civil litigants,
- corporate investigators,
- stalkers,
- bounty hunters,
- political operatives,
- or private surveillance actors.

The existence of the database is the risk.

9. Contract Terms Often Give Flock Discretion to Share or Use Data

One of the most dangerous aspects of vendor surveillance contracting is that contract language frequently allows the vendor broad discretion to:

- share data under certain circumstances,
- “improve services,”
- “analyze data,”
- or otherwise use collected information.

Even when agencies believe they have strong terms, vendors routinely reserve expansive rights in their underlying policies, technical architecture, or “network” functionality.

The Board should not authorize a contract extension unless it can state—clearly, publicly, and in writing—that:

- Flock has no discretion to share Alameda data,
- Alameda can fully audit access,
- and Alameda retains meaningful control.

If the Sheriff cannot provide those guarantees, the Board must reject the extension. Based on public records requests for Flock contracts from many California agencies that we have analyzed, we found that more than 80% of California municipalities have authorized Flock to share local data with any third party, at Flock’s discretion.

10. Flock Has Lost Dozens of Contracts Nationwide

Over the past year, Flock has lost a growing number of contracts across the country—often after public backlash, media investigations, cybersecurity concerns, or governance failures.

By our count, the number of terminated, suspended, or rejected Flock deployments now exceeds 32 jurisdictions in roughly the past year.

This is not a “few activists complaining.” This is a national trend: elected bodies are realizing that Flock is a politically and legally toxic vendor whose business model conflicts with democratic oversight.

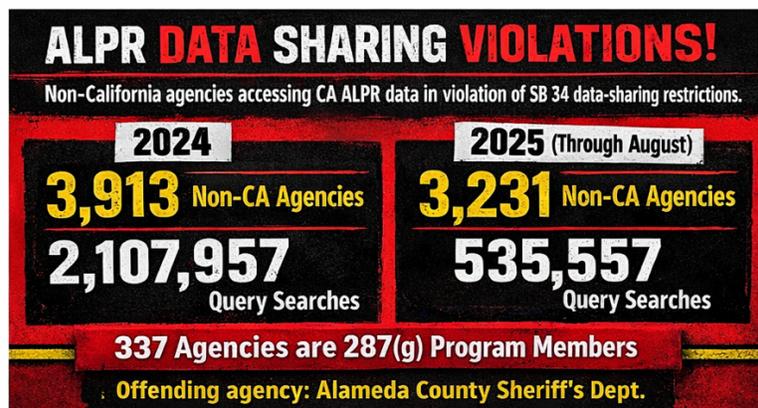
Alameda County should not double down while other jurisdictions are pulling the plug.

11. Liability Warning

This letter is notice as to the County’s legal exposure and obligations.

As the Board knows, misuse of ALPR data creates extraordinary civil liability under a few different laws, including SB 34. Even if the County believes it has internal controls, the vendor’s network design increases the risk of unlawful access, unauthorized queries, and data misuse.

If the County extends this contract despite these warnings, it will be difficult to later claim the County was unaware of the foreseeable harms, including the harm posed by the Sheriff.



Your Sheriff has violated state law SB 34 more than 2.6M times, and this is but one type of violation – there are more. In addition to authorizing attorney’s fees recovery to a prevailing party, SB 34 provides for an award of actual damages or a statutory penalty of \$2,500 per violation.

14. Conclusion

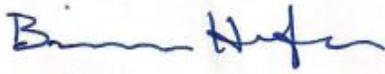
Alameda County has a choice:

- continue down the path of expanding mass surveillance infrastructure through a vendor with mounting national controversy and instability, and increasing your legal exposure, or
- take the responsible path now—reject the extension, terminate the relationship, and pursue alternatives that do not require building a long-term location intelligence database.

The Sheriff’s request should be denied.

We urge the Board to reject the contract extension, direct staff to disable and remove all Flock systems, and solicit alternatives through a transparent and accountable procurement process.

Sincerely,



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