

STATE OF MICHIGAN
GENESEE COUNTY 7TH JUDICIAL CIRCUIT COURT

JOSHUA TEWOLDE,

Plaintiff,

Case No.: 26- 004841 -CZ

v.

Hon. **B. CHRIS CHRISTENSON**
P-61009

GENESEE COUNTY, a government entity.

Complaint

Defendant.



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COMPLAINT

There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in the complaint.

NOW COMES Plaintiff, Joshua Tewolde, by and through his attorneys The Mackinac Center for Public Policy, and for his Complaint alleges and states as follows:

INTRODUCTION

The plaintiff, Joshua Tewolde, is a resident of Genesee County (the “County”) and a student at Kettering University in Flint, MI. To better understand the County’s use of Flock Group, Inc. (“Flock”)¹ cameras in law enforcement and traffic monitoring, Plaintiff sought several categories of County records. The County produced some of these records, but failed to produce others, claiming they were exempt from disclosure under various provisions of MCL 15.243. The County also disclaimed ownership of certain records and refused to produce them, despite possessing contractual ownership of those records.

This suit follows, as the County incorrectly disclaimed ownership of public records which it must release and incorrectly applied the exemption applicable to law enforcement investigative records in MCL 15.243(1)(b)(i). Genesee County is the owner of the data shared with Flock via the Flock cameras under contract by the County. As such, this data is a public record pursuant to MCL 15.232(i), and the County cannot avoid the obligation to disclose these records. Additionally, while the County claims that disclosing the location of Flock cameras *could* interfere with ongoing law enforcement investigations, the County neither demonstrates that such disclosure *would* interfere with law enforcement proceedings, nor offers compelling evidence to even assume that disclosing this information would have a negative impact on the County’s reliance on Flock cameras to solve crime. As such, this Court should require the County to disclose the remaining information sought by Plaintiff’s FOIA request.

¹ Flock Group, Inc. is a private corporation located at 1170 Howell Mill Rd. NW Suite 210, Atlanta, GA 30318. See, **Exhibit G, County Flock Contract**, *infra*. Upon information and belief, Flock Group, Inc., also does business under the name “Flock Safety.” *Id.* Flock is not a party to this action.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, Joshua Tewolde, is a resident of Genesee County and a student at Kettering University in Flint, Michigan.
2. Defendant, Genesee County, is a Michigan municipality headquartered at 324 S. Saginaw Street, Flint, MI 48502.
3. Venue is proper pursuant to MCL 15.240(1)(b).
4. Pursuant to MCL 15.240(5), this action should be “assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.”
5. Pursuant to MCL 15.240(1)(b) and MCL 15.240(4), this Court has jurisdiction over this claim.

FACTUAL BACKGROUND

6. The Plaintiff hereby incorporates the preceding paragraphs as if fully restated herein.
7. On February 23, 2026, Plaintiff submitted a FOIA request to the Defendant, Genesee County, for the release of information relating to the County’s use of Flock products and services.

Exhibit A, 2026.02.23 FOIA Request.

8. Flock cameras operate as an Automatic License Plate Recognition (ALPR) system, which “identify vehicle details that might help generate investigative leads,” including a vehicle’s “license plate...make, model, color, and other visible characteristics.”² “These cameras record and analyze every passing vehicle,” which are then analyzed and uploaded to a database which can later be accessed by law enforcement.³ Plaintiff filed his FOIA request due to concerns

² Flock Safety, *What Do Flock Cameras Actually Capture?*, FLOCK SAFETY (May 22, 2026), available at: <https://www.flocksafety.com/blog/what-do-flock-cameras-actually-capture>.

³ ACLU, *Know Your Tech: Flock*, ACLU OF OREGON (last accessed July 14, 2026), available at: <https://www.aclu-or.org/know-your-tech-flock/>.

about the potential privacy implications of this technology being employed in Genessee County.

9. The information Plaintiff requested included: 1) records governing the County's contractual relationship with Flock Group Inc.; 2) all available audit logs, search logs, or other records reflecting use of the County's Flock ALPR system from the time period October 2025 to February 2026; 3) the County's policies governing Flock technology and data, data sharing, and public disclosure of data; 4) records identifying the locations of County-contracted Flock cameras; 5) ALPR records relating to Plaintiff's vehicle from February 9, 2026 to February 14, 2026; and 6) records concerning prior FOIA requests related to Flock Safety and ALPR technology. Plaintiff also explicitly requested an "immediate preservation of all records responsive to the records relating to his vehicle due to his understanding that Flock Safety retain data for only a 30-day period." **Exhibit A.**
10. Plaintiff provided his vehicle registration information to prove his ownership of the vehicle with the specified license plate. *Id.*
11. On March 2, 2026, the County's FOIA specialist issued a notice extending the time to respond to Plaintiff's request by ten business days. **Exhibit B, 2026.03.18 County Response.** The notice incorrectly stated that the County's response deadline was March 18, 2026. *Id.* Based on the County's receipt of Plaintiff's request on February 24, 2026, the statutory deadline for a final response was March 17, 2026. *Id.*, see also MCL 15.235(1)(2).
12. The correct statutory deadline, March 17, 2026, passed. Plaintiff, not having received a response from the County, submitted his first administrative appeal of the request on March 18, 2026. *Id.*

13. The County responded on March 18, 2026, by partially granting Tewolde's request, as to portions of his initial request. *Id.* In light of the County's response, Plaintiff withdrew his initial appeal of the County's failure to timely respond to his initial request. *Id.*
14. The County's response exempted records from disclosure information under MCL 15.243(1)(b)(iii) (privacy in an investigation record compiled for law enforcement purposes), MCL 15.234(1)(s)(v) (law enforcement records which would disclose operational instructions), and MCL 15.243(1)(d) (Law Enforcement Information Network (LEIN) information exempt by another statute). **Exhibit B.**
15. Importantly, the County also denied unidentified portions of Plaintiff's request on the basis that the County was not the owner of certain information:

"In the spirit of transparency, the Flock Security System is a system that is not owned by Genessee County. Although the Sheriff's Office has a contract with this company and Sheriff personnel, in their official capacity, may access the system, ultimately the data within it does not belong to this public body, i.e., Genessee County."

Exhibit B.

16. In total, the County granted only two portions of Plaintiff's request: the portion relating to contracts between the County and Flock, and some records relating to prior Flock-related FOIA requests. *Id.*⁴
17. On March 19, 2026, Plaintiff requested that the County clarify which exemptions applied to each portion of his request where records were withheld or redacted. **Exhibit B.**
18. Plaintiff did not receive a response, and as a result, filed an administrative appeal with the County Chairman on March 25, 2026. **Exhibit C, 2026.03.25 Chairman Appeal.**

⁴ Plaintiff is not challenging the redactions relating to these portions of his request.

19. In this administrative appeal, Plaintiff noted that although he was satisfied with the responses to portions of his request, he nevertheless believed he was legally entitled to additional information relating to audits and search logs, county policies relating to Flock, a listing of Flock camera locations, and Flock data and images relating to his individual license plate. *Id.*
20. Plaintiff's first objection in this administrative appeal was that the exemptions from FOIA claimed by the County were not associated with any particular record or category of record, and thus the County had failed to justify its exemptions. *Id.*
21. In his March 25, 2026 appeal, Plaintiff also specifically noted that although the County had disclaimed ownership of Flock system data, the County's prior response to his FOIA request proved this claim to be false. *Id.*
22. Under Section 4.2 of the contract between the County and Flock, Plaintiff noted that "As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by the Agency." **Exhibit C.** For purposes of clarity, the Office of the Genesee County Sheriff is the "Agency" which executed the contract.
23. Plaintiff further noted that the contract's definition of "Agency Data" specifically included images captured by Flock cameras. *Id.*
24. Thus, Plaintiff argued that the County, not Flock, was the lawful owner and possessor of the data he had requested. *Id.*
25. Plaintiff further challenged the application of exemptions to the portions of his request relating to audit logs, search logs, and usage reports relating to the County's use of the Flock system. In doing so, he noted that public testimony had acknowledged the existence of these records, the release of which he alleged would require neither the disclosure of LEIN information, nor the creation of a new record. *Id.*

26. Plaintiff also raised objections to the exemption of law enforcement policies on the grounds that those policies are not, in fact, operational instructions to law enforcement. *Id.*
27. Finally, Plaintiff challenged the County's refusal to disclose information relating to his own vehicle, noting that such a release would not raise privacy concerns given the fact that the requested information related specifically (and only) to his own vehicle. *Id.*
28. On April 1, 2026, the County responded to Plaintiff's administrative appeal. **Exhibit D, 2026.04.01 Appeal Response.**
29. In its response, the County denied Plaintiff's administrative appeal as to his request for audit logs, search logs, and usage reports, as well as for metadata and images associated with his vehicle that had been captured by Flock between February 9 and February 14, 2026. *Id.*
30. In doing, so, the County certified that no such records existed "within the files of Genesee County," with the County once again disclaiming ownership of data within the Flock system *Id.* In support of this conclusion, the County stated, "Flock is a third-party vendor that has a contract with Genesee County. Ownership only begins for the County when data from Flock is downloaded as part of an active investigation." *Id.*
31. The County's response agreed that certain County policies relating to Flock did not, in fact, constitute operational instructions pursuant to MCL 15.243(1)(s)(v), and produced a copy of the Genesee County Sheriff Office's policy on automated license plate readers. *Id.* It continued, however, to withhold "training materials" under that exemption. *Id.*
32. The County also upheld its decision to not release records detailing the location of Flock safety cameras contracted by the County. This decision was premised on the County's argument that disclosure of camera locations would interfere with law enforcement proceedings and was

therefore exempt pursuant to MCL 15.243(1)(b)(i). The County justified this conclusion by stating:

“The Flock system is only used by this public body for investigations, and it is reasonable to assume that the disclosure of the location of every county-contracted Flock camera would result in the avoidance of these cameras by suspects in criminal cases, directly impacting the ability of our investigators to do their jobs and nullifying the purpose of having the cameras at all.”

Id.

33. On April 2, 2026, Plaintiff responded to the County’s administrative appeal decision by once again highlighting the County’s contractual ownership of the data shared with Flock by the County. **Exhibit E, 2026.04.02 Plaintiff Response to Appeal Decision.**
34. Plaintiff also objected to the County’s decision to withhold audit logs, search logs, and usage reports, particularly given that the Genesee County Sheriff Office’s policy calls for annual audits. *Id.* Plaintiff argued that such records were the records of the County, not Flock, and must be disclosed regardless of whether any active investigation was ongoing. **Exhibit E.**
35. Plaintiff also asserted that locating and releasing existing data would not constitute the creation of a new record under MCL 15.233 as claimed by the County, as such records already existed and simply needed to be located and produced. *Id.*
36. Plaintiff also challenged the County’s decision on the grounds that releasing the location of Flock cameras would not interfere with law enforcement investigations under MCL 15.243(1)(b)(i). *Id.* Plaintiff noted that Flock cameras are already readily observable with the naked eye, and therefore disclosure of their location would have little deterrent effect. *Id.* That information, would, however, be highly relevant to the public’s ability to exercise their right to exercise political pressure on the County if they disagreed with the County’s use of the cameras. *Id.*

37. The County responded to Plaintiff's additional challenges on April 16, 2026 by formally denying his administrative appeal. **Exhibit F, 2026.04.16 Final Appeal Denial.** The County produced no new records or additional justifications for withholding or redacting records with this response.

**COUNT I: VIOLATION OF THE FREEDOM OF INFORMATION ACT—FLOCK
FOOTAGE RELATING TO PLAINTIFF'S VEHICLE**

38. The Plaintiff hereby incorporates the preceding paragraphs as if fully restated herein.

39. MCL 15.231(2) states:

It is the public policy of this state that all persons, except those persons incarcerated in state or local correctional facilities, are entitled to fully and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees, consistent with this act. The people shall be informed so that they may participate in the democratic process.

40. The public body has the burden of proof in applying an exemption. MCL 15.235(5)(a)-(c);

MLive Media Group v City of Grand Rapids, 321 Mich App 263, 271 (2017).

41. The FOIA is a pro-disclosure statute, and as a result, "exemptions to disclosure are to be narrowly construed." *Swickard v Wayne Cnty Med Exam'r*, 438 Mich 536, 544 (1991).

42. MCL 15.232(i) defines a public record as "a writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function, from the time it was created."

43. As part of the February 23, 2026 request, Plaintiff requested footage of his vehicle captured by County-owned or County-contracted Flock cameras for the period of February 9, 2026 to February 14, 2026. **Exhibit A.**

44. The County denied Plaintiff's request for these records in both its March 18, 2026 response and its April 1, 2026 response. **Exhibits B, D.** In both of those responses, the County's denial was based on the argument that the Flock Security system is not owned by the County. *Id.*

45. Yet, pursuant to MCL 15.232(i) and the terms of the County's contract with Flock, the County is the owner of the data housed within the Flock system, which constitutes a public record.
46. The County's contract with Flock contains explicit terms regarding the ownership of data shared with Flock via Flock cameras. Specifically, the contract defines "Agency Data" to mean "the data, media and content provided by Agency through the Services. *For the avoidance of doubt, the Agency Data will include the Footage.*" **Exhibit G, Genesee County Flock Contract** (emphasis added).
47. The contract defines "Footage" to mean "still images captured by the Agency Hardware in the course of and provided via the Services." *Id.*
48. The contract defines "Agency Hardware" to mean "the third-party camera owned or provided by Agency and any other physical elements that interacted with the Embedded Software and the Web Interface to provide the Services." *Id.*
49. The contract defines "Services" to mean "the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage." *Id.*
50. Any footage captured of Plaintiff's vehicle during that period constitutes Agency Data pursuant to the County's contract with Flock, as Agency Data is expressly defined as including "Footage" by that contract. **Exhibit G.**
51. Under the plain language of the County's contract with Flock, the County retains legal ownership of any data it shares with Flock. This expressly includes any footage captured by Flock cameras whether owned by the County or provided to the County by Flock. *Id.*
52. The conclusion that the County owns the "Agency Data" is further supported by the fact that the County granted Flock "a limited, non-exclusive, royalty-free, worldwide license to use the

Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency....” *Id.* Such a license would be unnecessary if Flock, rather than the County, is the owner of the “Agency Data.”

53. Further, footage of Plaintiff’s vehicle would constitute “a writing prepared, owned, used, in the possession of, or retained by the public body in the performance of an official function” for purposes of MCL 15.232(i).
54. Under MCL 15.232(i), the creation of any footage of Plaintiff’s vehicle via the County’s Flock cameras constituted the creation of a public record. That record was then possessed and maintained by the County in the performance of an official function, namely, the retention of footage for use in a possible criminal investigation.
55. The collection of footage via Flock cameras is, by the County’s own admission, “only used by this public body for investigations.” **Exhibit D.** As a result, the County’s only purpose for the preparation, ownership, possession, retention, is for use in criminal investigations.
56. The preparation, ownership, possession, and retention of Flock camera footage is undertaken in the performance of an official function, regardless of whether that footage is later used in a criminal investigation. See, e.g., *Rataj v City of Romulus*, 306 Mich App 735, 749-53 (2014) (collecting cases); see also *Detroit News, Inc v City of Detroit*, 204 Mich App, 724-25 (1994) (recognizing that a public body’s decision not to review a public record does not change its status as a public record).
57. An alternate conclusion would functionally eliminate the public’s ability to have access to the records needed to obtain transparency about the County’s use of Flock, or to make an informed decision about whether the County should continue contracting with Flock. Through Flock camera systems, public bodies such as the County are able to engage in passive mass

surveillance of citizens without any individualized suspicion of criminal activity. Those public bodies are, however, subject to constitutional restrictions and statutory accountability measures. Michigan's FOIA is one such accountability measure, allowing the public to request records to better understand the inner workings of government. MCL 15.231. A holding that video footage created by a public body and then shared with a private corporation only becomes a public record when accessed in connection with a specific criminal investigation would authorize government surveillance on a largely unprecedented scale, with almost no meaningful ability for citizens to hold their local governments accountable.

58. To the extent that footage of Plaintiff's vehicle existed at the time of his request, but was later destroyed, Defendant County is nevertheless liable for violating FOIA. *Walloon Lake Water Sys, Inc v Melrose Twp*, 163 Mich App 726 (1987).
59. The Michigan Court of Appeals has recognized that "the duty to provide access to records properly requested under the FOIA inherently includes the duty to preserve and maintain such records until access has been provided or a court executes an order finding the record to be exempt from disclosure." *Id.* at 732.
60. A public body which possesses a responsive record but renders disclosure of that record moot during a pending FOIA request remains responsible for a plaintiff's costs, attorney's fees, and punitive damages. *Id.* at 733.
61. Plaintiff specifically warned the County of this risk at several stages of his FOIA request. See, **Exhibit A** ("I request immediate preservation of all records responsive to Item 4 (sic)"), **Exhibit B** ("Please note that the request for an immediate preservation of all records applies to Item 5"), **Exhibit C** ("I need not mention that it is unlawful to allow any records related to an active FOIA request to be destroyed," and citing *Walloon Lake*).

62. Additionally, the County was aware that failure to intentionally preserve the records requested by Plaintiff would result in their deletion after thirty (30) days. **Exhibit G** (“**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes....”) (emphasis original).
63. Additionally, Section 9.1 of the County’s contract with Flock clearly indicates that it is the County’s responsibility to preserve “Agency Data” in accordance with all “applicable local, state, and federal laws, regulations, policies, and ordinances and their associated retention schedules.” **Exhibit G**.
64. Thus, to the extent that footage of Plaintiff’s vehicle existed during the pendency of his request, but has subsequently been destroyed, the County remains liable to Plaintiff for his costs, attorney’s fees, and punitive damages. *Walloon Lake* at 733.
65. Any footage of Plaintiff’s vehicle is a public record under MCL 15.232(i), and under the County’s contract with Flock. As such, the County was legally obligated to produce that footage under FOIA, and its failure to do so is a violation of FOIA. To the extent such footage existed but was subsequently destroyed, the County remains liable to Plaintiff for a FOIA violation.

**COUNT II: VIOLATION OF THE FREEDOM OF INFORMATION ACT—RECORDS
RELATING TO AUDIT LOGS, SEARCH LOGS, AND USAGE REPORTS**

66. Plaintiff hereby incorporates the preceding paragraphs as if fully reinstated herein.
67. In his February 23, 2026 request, Plaintiff requested “[c]opies of all audit logs, search logs, or usage reports related to the County’s use of Flock Automatic License Plate Recognition (ALPR) systems for each available monthly period from October 2025 through February 2026.” **Exhibit A**.

68. Plaintiff specified that his request was designed to encompass records of license plate searches performed by agency personnel, timestamps of searches, user identification information for those accessing the system (including their names, badge numbers, or user IDs), and any associated case numbers or investigation reference. *Id.*
69. Plaintiff also noted that some of the requested records “may be available as the ‘Organization Audit’ and ‘Network Audit’ in the Flock software’s ‘Insights’ section.” *Id.*
70. In its March 18, 2026 response, the County denied this portion of Plaintiff’s request on the grounds that it did not own the requested data. **Exhibit B**. The County also relied on this argument in its April 1, 2026 decision to deny Plaintiff’s administrative appeal. **Exhibit D**.
71. Upon information and belief, the Flock system creates and/or retains records which contain the information Plaintiff requested, or which would satisfy his request.
72. Upon information and belief, audit logs, search logs, and usage reports responsive to Plaintiff’s request existed at the time of his request.
73. General Order 43 of the Genesee County’s Sheriff’s Office specifically requires the Sheriff’s Office “to conduct an annual audit of the ALPR detection browsing inquiries.” **Exhibit H, Genesee County Sheriff’s Office General Order 43**. The purpose of the audit is “to determine if each inquiry meets the requirements established by policy.” *Id.* That audit must occur “within the first ninety days of the calendar year.” *Id.*
74. Pursuant to MCL 15.232(i) and the terms of the County’s contract with Flock, the County is the owner of the Agency Data housed within the Flock system, which constitutes a public record. **Exhibit G**. This includes the audit logs, search logs, and usage reports Plaintiff requested.

75. Further, such logs and reports would constitute a public record under MCL 15.232(i). The County created and maintained these records to determine whether the Genessee County Sheriff's Office was using Flock in a manner consistent with policy, which constitutes the performance of an official function. See **Exhibit H**.
76. Whether the County accessed these records is irrelevant to determining whether they are a public record under MCL 15.232(i). See, e.g., *Rataj v City of Romulus*, 306 Mich App at 749-53; *Detroit News, Inc*, 204 Mich App at 724-25.
77. Thus, audit logs, search logs, and usage reports that were responsive to Plaintiff request constitute public records that should have been produced by the County, and the County's failure to produce those records is a violation of FOIA.
78. As with Plaintiff's request for footage of his vehicle, the County was on notice of the need to preserve responsive records and of the risk those records would be automatically deleted. Thus, if audit logs, search logs, or usage reports existed at the time of his request, but were later destroyed, Defendant County is nevertheless liable for violating FOIA. *Walloon Lake Water Sys, Inc v Melrose Twp*, 163 Mich App 726 (1987). See also ¶¶ 58-65, *supra*.

COUNT III: VIOLATION OF THE FREEDOM OF INFORMATION ACT—RECORDS RELATING TO THE LOCATION OF FLOCK CAMERAS

79. Plaintiff hereby incorporates the preceding paragraphs as if fully reinstated herein.
80. In his February 23, 2026 request, Plaintiff requested “[a] list, spreadsheet, or map detailing the physical locations (e.g., street intersections, addresses, or GPS coordinates) of all Flock Safety cameras contracted by the County.” **Exhibit A**.
81. The County denied the request for this information without specifically indicating which of the exemptions it cited applied to the locations of Flock cameras. **Exhibit B**. When responding

to Plaintiff's administrative appeal, however, the County specified it was denying this portion of Plaintiff's request under MCL 15.243(1)(i). **Exhibit D.**

82. Upon information and belief, the County intended to cite MCL 15.243(1)(b)(i), which permits a public body to exempt "[i]nvestigating records compiled for law enforcement purposes, but only to the extent that disclosure as a public record would do any of the following: ...interfere with law enforcement proceedings."
83. The County's justification for not disclosing the physical location of County-contracted Flock cameras fails to meet the standards needed for MCL 15.243(1)(b)(i) to apply because it relies on a speculative and conclusory statement that disclosing these records *could* interference with law enforcement proceedings.
84. The application of MCL 15.243(1)(b)(i) requires more than conclusory statements and instead requires a particularized explanation of how disclosure of a requested records *would* interfere with a law enforcement proceeding. *Evening News Ass'n v City of Troy*, 417 Mich 481, 503 (1983). A generic statement, or a statement of opinion, is insufficient to justify withholding a record pursuant to this exemption. *Id.* at 506. See also, *Payne v Grand Rapids Police Chief*, 178 Mich App 193, 201 (1989) ("It was the court's duty to find that the particular information plaintiffs wanted 'would ... interfere with law enforcement proceedings,' not that it 'could' interfere with or jeopardize law enforcement.") (emphasis original), quoting *Evening News Ass'n*, 417 Mich at 506-508; *Hearld Co, Inc v City of Kalamazoo*, 229 Mich App 376, 380-81 (1998) (recognizing the standard is that disclosure *would* interfere, not that it *may* interfere).
85. Similarly, "[t]he mere showing of a direct relationship between records sought and an investigation is inadequate." *Post-Newsweek Stations, Michigan, Inc v City of Detroit*, 179

Mich App 331, 335-36 (1989), quoting *Campbell v Dep't of Health & Human Services*, 221 US App DC 1, 4-6, 10-11 (1982).

86. The County's justification is generic, an opinion, and an assumption, as it cites only to a generalized concern that criminals, if they know the locations of cameras, would avoid those cameras. **Exhibit D.**
87. That statement assumes consequences from an assumed course of action, and lacks the certainty or specificity required for the application of MCL 15.243(1)(b)(i). See, e.g., *Evening News Ass'n*, 417 Mich at 507 ("The 'could, conceivably, inflame the public' clause not only is speculation, but smacks of public censorship, which would not appear to be the purpose of FOIA.") (additional citation omitted).
88. Furthermore, the County's justification fails to hold water as a matter of simple logic, as the location of Flock cameras is already widely known. There are a substantial number of third-party services which provide open-source information regarding the location of Flock cameras.⁵ This includes the cameras located in Genesee County.⁶
89. Upon information and belief, these cameras are also readily observable by the public, as they are located in areas which would allow them to be observed in the public right-of-way.

⁵ Such services include DeFlock, available at: <https://deflock.org/>, FlockHopper, available at: <https://dontgetflocked.com/>, and the Electronic Frontier Foundation's Atlas of Surveillance, available at: <https://www.atlasofsurveillance.org/>.

⁶ See, e.g., DeFlock's map of cameras in zip code 48504 (Flint), available at: <https://maps.deflock.org/?lat=43.0573&lng=-83.7498&zoom=13.00>; FlockHopper's map of the same, available at: <https://dontgetflocked.com/>; and Electronic Frontier Foundation's listing of ALPRs in Genesee County and accompanying map, available at: <https://www.atlasofsurveillance.org/search?location=Genesee+County%2C+MI&commit=Search+the+Data> and <https://www.atlasofsurveillance.org/atlas> respectively.

90. Thus, even assuming *arguendo* that revealing the location of County-contracted Flock cameras would interfere with law enforcement proceedings, any such interference will have already occurred, regardless of whether the County discloses the location of these cameras to Plaintiff.
91. Despite the fact that the location of Flock cameras is both well-documented and readily observable, disclosure of the location of County-contracted Flock cameras is still relevant. While third-party services (and indeed, simply human observation) can identify the location of Flock safety cameras, it cannot identify which public body has contracted for those cameras and the services associated with them. That knowledge, however, would be highly relevant to individuals wishing to lobby their local representatives regarding their public body's use of Flock services.
92. Plaintiff's request for the location of County-contracted Flock cameras would "contribut[e] significantly to public understanding of the operations or activities of [County] government" by providing him information about how many cameras the County has deployed, how the County locates those cameras, and other factual details relating to the County's use of Flock systems. *Michigan Fed'n of Teachers & Sch Related Pers, AFT, AFL-CIO v Univ of Michigan*, 481 Mich 657, 673 (2008) (citation omitted); see also, MCL 15.231(2) ("The people shall be informed so that they may fully participate in the democratic process.").
93. The County's use of MCL 15.243(1)(b)(i) fails to satisfy the requirements of that exemption. As such, the location records requested by Plaintiff must be disclosed to him under FOIA.

STATUTORY DAMAGES

94. The Plaintiff hereby incorporates the preceding paragraphs as if fully restated herein.
95. The County improperly withheld the records at issue in this action, and this Court should require the County to disclose those records pursuant to MCL 15.240(4).

96. To the extent that portions of the records requested by Plaintiff are exempt, and other portions of those records are not exempt from FOIA, this Court should find in Plaintiff's favor and require the non-exempt portions of the records to be disclosed. MCL 15.244.
97. The County's improper response to Plaintiff's request is arbitrary and capricious under MCL 15.240(7), thereby subjecting the County to a civil fine of \$1,000.00 payable to the general treasury and a separate \$1,000.00 to Plaintiff.
98. The County's inappropriate application of the aforementioned exemptions constitutes a willful and intentional failure to comply with the requirements of FOIA under MCL 15.240b, thereby subjecting it to a civil fine of \$2,500.00 to \$7,500.00 payable to the state treasury.
99. Pursuant to MCL 15.240(6), Plaintiff, if he prevails, is entitled to attorneys' fees and costs:

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

RELIEF REQUESTED

Plaintiff, Joshua Tewolde, respectfully requests that this Court order Defendant, Genesee County, to provide all records sought in his FOIA requests in unredacted form; apply the full penalties available under MCL 15.234(9), MCL 15.240(7), and MCL 15.240b; award attorneys' fees and costs under MCL 15.240(6); and award any other relief this Court determines to be just and equitable to remedy the County's improper withholding of the requested information and causing the need to bring this suit.

Dated: August 18, 2026

/s/ 

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STATE OF MICHIGAN
GENESEE COUNTY 7TH JUDICIAL CIRCUIT COURT

JOSHUA TEWOLDE,

Plaintiff,

Case No.: 26- 04841 -CZ

v.

Hon. **B. CHRIS CHRISTENSON**
P-61009

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Stephen A. Delie (P80209)
Derk A. Wilcox (P66177)
Patrick J. Wright (P54052)
Mackinac Center Legal Foundation
Attorneys for Plaintiff
140 West Main Street
Midland, MI 48640
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(989) 631-0964 – fax
delie@mackinac.org

INDEX OF EXHIBITS

<u>Exhibit</u>	<u>Exhibit Description</u>
A	2026.02.23 FOIA Request
B	2026.03.18 County Response
C	2026.03.25 Chairman Appeal
D	2026.04.01 Appeal Response

E	2026.04.02 Plaintiff Response to Appeal Decision
F	2026.04.16 Final Appeal Denial
G	Genesee County Flock Contract
H	Genesee County Sheriff's Office General Order 43

Exhibit A: 2026.02.03 FOIA Request

Monaca Elston, Genesee County FOIA Specialist
Genesee County Board of County Commissioners
324 S. Saginaw Street
Flint, MI 48502

February 23, 2026

Dear Ms. Elston:

Pursuant to the Michigan Freedom of Information Act (FOIA) (P.A. 442 of 1976, as amended), I hereby request electronic copies of the following public records.

Requested Records:

1. All current contracts, service level agreements, and memorandums of understanding (MOUs) between the County (including the Sheriff's Office) and Flock Group Inc. (Flock Safety), including pricing schedules and addendums.
2. Copies of all audit logs, search logs, or usage reports related to the County's use of Flock Automatic License Plate Recognition (ALPR) systems for each available monthly period from October 2025 through February 2026. This includes but is not limited to:
 - a. Records of license plate searches performed by agency personnel
 - b. Timestamps of searches
 - c. User identification information (names, badge numbers, or user IDs)
 - d. Any associated case numbers or investigation references

Some of these records may be available as the "Organization Audit" and "Network Audit" in the Flock software's "Insights" section. Please provide records in their original electronic format (CSV, Excel, or similar) where possible.

3. County policies regarding Flock data:
 - a. Any policies, guidelines, or training materials within the Sheriff's department regarding the use of Flock Safety technology for law enforcement, and sharing of data from County-contracted Flock cameras with non-county agencies.
 - i. Whether the County-contracted Flock network uses 1:1 sharing with other police departments, or whether the County has entered into Flock's "National Lookup Network".
 - b. Any county policy regarding the guidelines of public release through FOIA of ALPR data from Flock cameras contracted by the County.

4. A list, spreadsheet, or map detailing the physical locations (e.g., street intersections, addresses, or GPS coordinates) of all Flock Safety cameras contracted by the County.
5. An electronic export of all metadata and associated images captured by County-contracted Flock Safety cameras for the license plate EMJ476 between the dates of February 9, 2026, and February 14, 2026.

Please limit this request strictly to cameras directly contracted by Genesee County, excluding any outside cameras accessible to the County via inter-agency data-sharing agreements.

I have attached a copy of the vehicle registration for plate EMJ476 to prove my ownership of the vehicle tied to that license plate.

6. The contents of (including requester information), and County responses to (including all documents and reasons for denials), all FOIA requests filed with Genesee County between October 1st, 2025, and February 20th, 2026, that contain the keyword “Flock” or “ALPR”, or, if keyword search is not available, are otherwise requesting information related to the County’s use, retention, sharing, or public release of Flock Safety ALPR data.

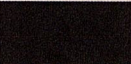
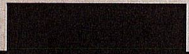
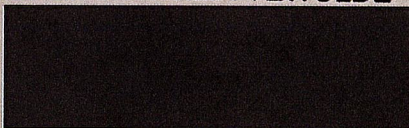
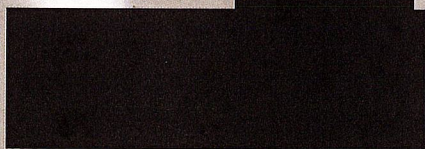
Because Item 5 of this request asks for Automated License Plate Reader (ALPR) data from February 9–14, 2026, and Flock Safety systems operate on a rolling 30-day deletion schedule, the requested data will face automated destruction beginning March 11, 2026. **I request an immediate preservation of all records responsive to Item 4.** Please ensure this data is exported, segregated, or exempted from automated deletion while this request is being processed.

If you deny any portion, or all, of this request, please provide me with a written explanation of the reason(s) for your denial, including a citation to each specific statutory exemption you believe justifies the refusal to release the information, and notify me of the appeal procedures available to me under the law. If you conclude that portions of the records that I request are exempt from disclosure, please release the remainder of such records for inspection and copying, redacting only the portion or portions that you claim are exempt. For any exemptions, please note whether they are discretionary and, if so, the basis for refusing to exercise discretion in favor of granting access.

If any part of this request is vague or ambiguous, or if I could otherwise be of assistance in interpreting or narrowing this request, please do not hesitate to contact me by email.

Sincerely,
Joshua Tewolde



MICHIGAN REGISTRATION		JOCELYN BENSON	
RECREATION PASSPORT		Secretary of State	
Plate		Expires:	01/27/2026
ORIGINAL REGISTRATION			
2023	KIA	STATION WAGON	
		Fee Cat. or Wt.:	19790
		County:	GENESEE
JOSHUA GIRMA TEWOLDE			
			
		License Fee: 90.00	
06122025 195 105592550 1,096.20			

VIN and car model redacted.

Exhibit B: 2026.03.18 County Response

[Skip to main content](#)

Genesee County, Michigan



Request Visibility: Unpublished

Request 26-313 Closed



Dates

Received

February 24, 2026 via email

Requester

Joshua Tewolde



no phone number provided

Additional information

Sheriff Incident/Report Number

No data entered

Is this request from the media?

UNKNOWN

Legal First Name of Requester

Joshua

Legal Last Name of Requester

Tewolde

Request

Pursuant to Michigan FOIA, I hereby request electronic copies of the following public records:

- 1) All current contracts, service level agreements, and memorandums of understanding (MOUs) between the County (including the Sheriff's Office) and Flock Group Inc. (Flock Safety), including pricing schedules and addendums.
- 2) Copies of all audit logs, search logs, or usage reports related to the County's use of Flock Automatic License Plate Recognition (ALPR) systems for each available monthly period from October 2025 through February 23, 2026. This includes but is not limited to:
 - (a) records of license plate...

[Show more](#)

Timeline

Documents



Message from requester

Requester + Staff

Good Afternoon Ms. Elston,

When should I expect to receive an update on my previous message? I'm looking to use this information to better inform my appeal request, which I am looking to submit in advance of Wednesday's board meeting.

Thank you,

Joshua

March 20, 2026, 2:56pm by Joshua Tewolde



Message from requester

Requester + Staff

Good Morning Ms. Elston,

I understand the delay, and thank you for your help gathering these documents--I will withdraw my first appeal in light of this. I'm writing to ask you to clarify which statutory exemptions apply to which parts of the request.

Just to summarize my request again:

Invoices

No invoices due

Staff assigned

Departments

No departments available

Point of contact

FOIA Specialist

1. All current contracts with Flock Safety,
2. All Flock audit logs/usage reports from October 2025 to February 2026,
3. Various county policies relating to Flock data:
 1. Policies/training materials within Sheriff's dept on using Flock
 2. County FOIA release policies on Flock/ALPR (License plate) data,
4. The locations of all Genesee County-contracted Flock cameras,
5. Record of all instances county cameras captured my license plate (EMJ476) from 2/9/2026 to 2/14/2026,
6. All Flock/ALPR-related FOIA requests from October 2025 to February 2026.

I appreciated this line in your response *"I hereby assert that the release of previous FOIA requesters' personal information would constitute an unwarranted invasion of individuals' personal privacy"*. I'm looking for similar assertions for the other exemptions as well--specifically saying what part of the request is being denied and your assertion that releasing documents pertaining to that requested record [item 4, for example] would violate your cited statute. (by the way, the correct law for the privacy exemption is MCL 15.243(1)(a) and not MCL 15.243(1)(b)(iii))

Other than the privacy exemption with the FOIA documents, below I have pasted the other statutory exemptions referenced in your response. None were tied to any specific portion of the request.

MCL 15.243 (s)(v) — "operational instructions for law enforcement officers or agents"

MCL 15.233 Sec. 3. (4)(5) — does not require a "a compilation, summary, or report of information"

MCL 15.243(1)(d) — "certain information reported from the Law Enforcement Information Network (LEIN) has been redacted pursuant to MCL 28.214(5)"

The response also mentioned that *"as it pertains to the portions of the request denied, please be advised that the records do not exist in the files of the Genesee County Sheriff's Office based upon information I received from Ms. Mose and Captain Murphy, I hereby certify."* Which denied portions of the request do not exist in the Sheriff Office's files?

Overall, I would like to know which redactions (if any) apply to item 1, which exemptions apply to item 2, which exemptions apply to 3a, etc., as well as which portions of my request were not found.

Finally, as requested in previous correspondence, please continue maintaining any records pertaining to item 5.

Thank you,

Joshua

March 19, 2026, 9:54am by Joshua Tewolde

Document(s) released to requester

Requester + Staff

Joshua Tewolde FOIA 2.23.26.pdf

Flock Contract.pdf

FOIA Request 25-1145 (Mike Worrell).pdf

FOIA Request 25-1218 (Mike Worrell).pdf

March 18, 2026, 4:07pm by Staff



Anyone with access to this request

To: Joshua Tewolde – jgtewo2025@gmail.com

FOIA Request # 26-313

First, please kindly accept my apologies for this delayed response. The liaison that I work with from the Sheriff's Office was on vacation during the time in which you submitted the request. I just received information today in order for me to respond. I would like to thank you for your patience and understanding regarding this delay.

+ + + + +

Now, please kindly accept this correspondence in response to the public records request submitted by email to Genesee County on February 23, 2026, at 1:04 p.m. The request was deemed officially recognized by me, Genesee County's FOIA Specialist, on February 24, 2026, and it has been processed pursuant to the provisions of the Michigan Freedom of Information Act (FOIA), MCL 15.231 *et seq.* A 10-business day extension was submitted as permitted by MCL 15.235 Sec. 5. (2)(d).

Initially, the request was deemed denied by operation of law due to Genesee County's failure to respond, however, it was not my intent to allow a denial to occur in this manner.

Therefore, I understand the records request to be for copies of **"(1) all current contracts, service level agreements, and memorandums of understanding (MOUs) between the County (including the Sheriff's Office) and Flock Group Inc. (Flock Safety), including pricing schedules and addendums; (2) all audit logs, search logs, or usage reports related to the county's use of Flock Automatic License Plate Recognition (ALPR) systems for each available monthly period from October 2025 through February 23, 2026; (3) county policies regarding Flock data such as (a) any policies, guidelines, or training materials within the Sheriff's department regarding the use of Flock Safety technology for law enforcement and sharing of data from County-contracted Flock cameras with non-county agencies; (b) whether the county-contracted Flock network uses 1:1 sharing with other police departments, or whether the County has entered into Flock's "National Lookup Network"; (c) any county policy regarding the guidelines of public release through FOIA of ALPR data from Flock cameras contracted by the County; (4) a list, spreadsheet, or map detailing the physical locations (e.g., street intersections, addresses, or GPS coordinates) of all Flock Safety cameras contracted by the county; (5) an electronic export of all metadata and associated images captured by county-contracted Flock Safety cameras for the license plate EMJ476 between the dates of February 9, 2026, and February 14, 2026; and (6) the contents of (including requester information), and county responses to (including all documents and reasons for denials), all FOIA requests filed with Genesee County between October 1, 2025, and February 20, 2026, that contain the keyword "Flock" or "ALPR", or, if keyword is not available, are otherwise requesting information related to the county's use, retention, sharing, or public release of Flock Safety ALPR data."**

Please know that in responding to the request, I worked closely with and relied upon information I received from Ms. Mose and Captain Murphy, of the Genesee County Sheriff's Office.

The request is granted in part and denied in part.

Please find the responsive records, uploaded to the portal, to the extent that the records exist in the files of the Genesee County Sheriff's Office, based upon information and records I received from Ms. Mose and Captain Murphy, I hereby certify.

Certain information (*dates of birth, home addresses, driver license numbers, etc.*) has been redacted in accordance with MCL 15.243(1)(b)(iii) of the Act, which states that a public body may exempt from disclosure an investigating record compiled for law enforcement purposes that would "*constitute an unwarranted invasion of personal privacy.*" I hereby assert that the release of previous FOIA requesters' personal information would constitute an unwarranted invasion of individuals' personal privacy.

Now, as it pertains to the portions of the request denied, please be advised that the records do not exist in the files of the Genesee County Sheriff's Office based upon information I received from Ms. Mose and Captain Murphy, I hereby certify.

In addition, portions of the request are denied because the records requested are exempt pursuant to the Act, MCL 15.243 (s)(v) which states that public records of a law enforcement agency, the release of which would disclose operational instructions for law enforcement officers or agents. Also, MCL 15.233 Sec. 3. (4)(5) of the Act does not require a public body to make a compilation, summary, or report of information as required in section 11 and does not require a public body to create a new public record, except as required in section 11, and to the extent required by this act for the furnishing of copies, or edited copies pursuant to section 14(1), of an already existing public record. Most importantly, pursuant to MCL 15.243(1)(d) of the FOIA states a public body may exempt from disclosure "*records or information specifically described and exempted from disclosure by statute.*" Please know certain information reported from the Law Enforcement Information Network (LEIN) has been redacted pursuant to MCL 28.214(5) of the CJIS Policy Council Act.

In the spirit of transparency, the Flock Security System is a system that is not owned by Genesee County. Although the Sheriff's Office has a contract with this company and Sheriff personnel, in their official capacity, may access the system, ultimately the data within it does not belong to this public body, i.e., Genesee County.

To the extent this response constitutes a denial of the request, please be advised that you have the right to submit a written appeal by sending an email to foiaappeals@geneseecountymi.gov, addressed to the chairperson of the Genesee County Board of County Commissioners, specifically stating the word "appeal" and identifying the reason or reasons for reversal of the disclosure denial. You are further advised that you have the right to seek judicial review of such denial and obtain attorney's fees and damages to the extent provided in, and subject to the conditions of, section 10 of the FOIA ("Section 10"). A copy of Section 10 is uploaded to the portal and is incorporated in this response by reference.

Copies of Genesee County's FOIA Policy and Procedures, along with its FOIA Summary, are
online: https://www.geneseecountymi.gov/government/freedom_of_information.php.

PORTAL INSTRUCTIONS

To locate the records released by Genesee County through the portal, please click on the **"Documents"** tab located directly below the **"Request"** box. This is where you can view, download, and print the documents released to you.

Sincerely,

Monaca Elston, Genesee County FOIA Specialist

March 18, 2026, 4:06pm by Staff



Message from requester

Requester + Staff

Hello Ms. Elston,

In your most recent response (on March 2, 2026), you indicated that my request was recognized on February 25, 2026. I believe this to be incorrect.

While the MCL 15.233 (1) which is referenced in your initial message of acknowledgement says nothing on timelines or deadlines, MCL 15.235 (1) states that "A written request made by facsimile, electronic mail, or other electronic transmission is not received by a public body's FOIA coordinator until 1 business day after the electronic transmission is made." The only exception for this is if the initial electronic message was delivered to a spam or junk-mail folder, in which case the "the request is not received until 1 day after the public body first becomes aware of the written request".

My initial email to foia@geneseecountymi.gov was sent on Feb 23, 2026, 1:03 PM ET. Unless the email was delivered to your spam or junk mail folder, the request is considered to have been received on the next business day, which is Tuesday February 24th, by MCL 15.235 (1), and not February 25, 2026.

Thus, five business days from the initial receipt of my request is March 3, 2026, and a ten business day extension would bring the date to March 17, 2026.

A confirmation of my reasoning, or explanation that my initial email was delivered to a spam or junk-mail folder, would be appreciated to provide clarity on the expected response date.

Additionally, I would like to clarify a typographical error in my initial request. In my original request, I included this text:

"Because Item 5 of this request asks for Automated License Plate Reader (ALPR) data from February 9–14, 2026, and Flock Safety systems operate on a rolling 30-day deletion schedule, the requested data will face automated destruction beginning March 11, 2026. I request an immediate preservation of all records responsive to Item 4. Please ensure this data is exported, segregated, or exempted from automated deletion while this request is being processed."

Please note that the request for an immediate preservation of all records applies to Item 5, which is my request for "An electronic export of all metadata and associated images captured by County-contracted Flock Safety cameras for the license plate EMJ476 between the dates of February 9, 2026, and February 14, 2026", not Item 4 (this was a typographical error in the second sentence of the referenced paragraph).

The underlying information requested remains the same, I am only clarifying the information that I would like preserved and protected from deletion while the request process progresses.

Thank you,

Joshua

March 3, 2026, 12:28pm by Joshua Tewolde

 Message to requester

Requester + Staff

To: Joshua Tewolde - jgtewo2025@gmail.com

FOIA Request #26-313

This correspondence is notice that the public records request submitted electronically to Genesee County was deemed officially recognized by me, Genesee County's FOIA Specialist, on February 25, 2026. The request will be processed pursuant to the provisions of the Michigan Freedom of Information Act (FOIA), MCL 15.231 *et seq.*

In order to determine the extent of any responsive records, I am extending the time to respond to your request by ten (10) business days, as permitted under MCL 15.235, section 5(2)(d).

Accordingly, you will be provided a response on or before March 18, 2026.

Copies of Genesee County's FOIA Policy and Procedures, along with its FOIA Summary, are online: https://www.geneseecountymi.gov/government/freedom_of_information.php.

Respectfully submitted.

Monaca Elston--Genesee County FOIA Specialist

March 2, 2026, 4:20pm by Staff

 Message to requester

Requester + Staff

To public records requester,

This correspondence serves as notice that your public records request has been successfully submitted to Genesee County's FOIA Specialist. The request will be processed pursuant to the provisions of the Michigan Freedom of Information Act (FOIA), MCL 15.231 *et seq.*

Requests are deemed officially recognized one-business day after your electronic submission. MCL 15.233 (1).

IMPORTANT

All correspondence regarding your request must be conducted in writing through this portal.

Respectfully submitted.

Monaca Elston, Genesee County FOIA Specialist

Genesee County Board of County Commissioners

[Genesee County, MI](#)

February 24, 2026, 3:03pm



Request opened

Anyone with access to this request

Request received via email

February 24, 2026, 3:03pm by Staff

[FAQS](#)

[Help](#)

[Privacy](#)

[Terms](#)

[Genesee County's FOIA website](#)

 **CIVICPLUS**
NextRequest

Exhibit C: 2026.03.25 Chairman Appeal

ATTN: Commissioner Dale Weighill, Chairman of the Genesee County Board of Commissioners
Genesee County Board of County Commissioners
324 S. Saginaw Street
Flint, MI 48502

March 18, 2026

Subject: Appeal of FOIA Request #26-313

Dear Genesee County Board of Commissioners:

This letter constitutes a formal administrative appeal under Section 10 of the Michigan Freedom of Information Act (MCL 15.240) and the Genesee County FOIA policies and procedures document, regarding my FOIA request #26-313.

My initial request was sent via email to foia@geneseecounty.org on Monday, February 23, 2026. Under MCL 15.235(1), an electronic request is considered received one business day after transmission, in this case Tuesday, February 24, 2026. The standard five business day response deadline (from County receipt of request) was thus March 3, 2026.

On March 2, the FOIA Specialist (Monaca Elston) extended the time to respond to my request by 10 business days, as permitted by MCL 15.235(2). However, in this message the FOIA Specialist incorrectly asserted that she officially recognized my request on February 25, where the correct date is February 24 (one business day after transmission).

Because of this incorrect date, the FOIA Specialist's date for a final response was also incorrect — stating that I could expect a response by Wednesday, March 18, where the actual date (10 business days from March 3) was March 17.

I contested this mistake via the portal on March 2, 2026 (see attached), noting that under the correct timeline, the 10-business-day extension would expire on March 17, 2026. Since attempting to correct the deadline, I have not received *any* response from the county, regarding either my clarification nor my initial records request.

As of the date of this letter, March 18, the correct March 17 deadline has elapsed and the County has failed to provide a written response granting, denying, or granting in part the requested records. Pursuant to MCL 15.235(3), the failure of a public body to respond to a request within the statutory time limits constitutes a final determination to deny the request.

I am appealing this (deemed) final determination to deny my request, requesting that the Board of Commissioners:

1. Reverse the disclosure denial.
2. Direct the FOIA Specialist to provide the requested records immediately.
3. Reduce any fees associated with this request due to the County's failure to comply with the statutory response deadlines, as provided for in MCL 15.234(9).

While my appeal has little to do with the contents of my request, but rather the lack of a County response, I have provided a summary (solely for summary purposes), of my initial request:

1. All current contracts with Flock Safety,
2. All Flock audit logs/usage reports from October 2025 to February 2026,
3. Various county policies relating to Flock data:
 - a. Policies/training materials within Sheriff's dept on using Flock
 - b. County FOIA release policies on Flock/ALPR (License plate) data,
4. The locations of all Genesee County-contracted Flock cameras,
5. Record of all instances county cameras captured my license plate (EMJ476) from 2/9/2026 to 2/14/2026 (I provided registration to prove this is my vehicle),
6. All Flock/ALPR-related FOIA requests from October 2025 to February 2026.

Because Michigan FOIA is "pro-disclosure", agencies must operate under a presumption of disclosure, unless doing so would violate the law. As follows, the burden of proof is on the government body to justify why it withholds any records. As stated, my request was completely denied as a result of violating the statutory time limits, and I was not informed of any possible reasons for denying my request.

Because I cannot know what arguments this body (the Board of Commissioners) may use to deny my request, I cannot provide any other rationale for appeal at this time other than to provide for the remedy of the automatic denial caused by the statutory time limit violation.

In order to aid the consideration of my appeal, if the board finds reason to deny any portion of my request, I can present further arguments in defense of my request in writing (at the board's request), before my appeal is formally decided. I am available for this, or any other contact, through email.

I additionally request, as I have in each previous correspondence, that the County continue maintaining (and protecting from deletion) all records related to item 5. It is unlawful to allow any records related to an active FOIA request to be destroyed. In *Walloon Lake Water Sys, Inc vs. Melrose Township*, courts ruled that “the duty to provide access to records properly requested under the FOIA inherently includes the duty to preserve and maintain such records until access has been provided or a court executes an order finding the record to be exempt from disclosure.”

Finally, I would note that under normal circumstances, I would allow Ms. Elston time to remedy this (seemingly) administrative oversight without an appeal. In fact, I informed the FOIA Specialist of this date discrepancy in a message on March 3 which received no response.

However, because regularly scheduled county board meetings are only once per month, waiting any longer would delay my records request by at least a month, as any appeal would be delayed until the April board meeting. Considering that the County has exhausted all time extensions available to it (nearly a month has passed since my initial request on 2/24), and that the topic of the request, Flock cameras, is of particular public importance in Genesee County (and nationwide), such a delay would be unacceptable.

I look forward to the Board's written response within 10 business days of your regularly scheduled meeting on March 18, 2026, as required by MCL 15.240(2).

Sincerely,

Joshua Tewolde



Chairman Dale Weighill,
Genesee County Board of Commissioners,
324 S. Saginaw Street
Flint, MI 48502
FREEDOM OF INFORMATION ACT APPEAL

March 25, 2026

Re: Flock Safety Records FOIA Request (Request 26-313).

Dear Chairman of the Genesee County Board of Commissioners, Commissioner Dale Weighill:

This letter constitutes a formal administrative appeal under Section 10 of the Michigan Freedom of Information Act (FOIA), MCL 15.240, concerning Genesee County's ("County") refusal to disclose certain documents within its control.

Per the County's summary of my request, posted on the FOIA portal, the requested records are:

1. All current contracts, service level agreements, and memorandums of understanding (MOUs) between the County (including the Sheriff's Office) and Flock Group Inc. (Flock Safety), including pricing schedules and addendums.
2. All audit logs, search logs, or usage reports related to the county's use of Flock Automatic License Plate Recognition (ALPR) systems for each available monthly period from October 2025 through February 23, 2026.
3. County policies regarding Flock data such as
 - a. any policies, guidelines, or training materials within the Sheriff's department regarding the use of Flock Safety technology for law enforcement and sharing of data from County-contracted Flock cameras with non-county agencies;
 - b. whether the county-contracted Flock network uses 1:1 sharing with other police departments, or whether the County has entered into Flock's "National Lookup Network"
 - c. any county policy regarding the guidelines of public release through FOIA of ALPR data from Flock cameras contracted by the County
4. A list, spreadsheet, or map detailing the physical locations (e.g., street intersections, addresses, or GPS coordinates) of all Flock Safety cameras contracted by the County.
5. An electronic export of all metadata and associated images captured by county-contracted Flock Safety cameras for the license plate EMJ476 between the dates of February 9, 2026, and February 14, 2026.
6. The contents of (including requester information), and county responses to (including all documents and reasons for denials), all FOIA requests filed with Genesee County between October 1, 2025, and February 20, 2026, that contain the keyword "Flock" or "ALPR", or, if keyword is not available, are otherwise requesting information related to the county's use, retention, sharing, or public release of Flock Safety ALPR data.

Records (items) one and six were fulfilled to my satisfaction, and I am not appealing those. I am appealing the denials of the portions of the request which pertain to items two, three (and all subpoints), four, and five.

The documents relate the history of the County's involvement with and policy regarding Flock Safety. Flock Safety was contracted by the County for the purpose of producing several of the named documents. The County's refusal to disclose the requested items violates the Michigan Freedom of Information Act, MCL 15.231 et seq.

As the County's use of Flock Cameras is being actively and contentiously debated at this time, the disclosure of these documents stand to make a major contribution to the public's understanding of this divisive issue. Thus, a quick resolution of this appeal is of extreme importance. Time is of the essence.

INTRODUCTION

As noted in my original FOIA request, dated February 23, 2026, I requested that:

"If you deny any portion, or all, of this request, please provide me with a written explanation of the reason(s) for your denial, including a citation to each specific statutory exemption you believe justifies the refusal to release the information"

See, original FOIA request, page 2.

Unfortunately, by a message dated March 18, 2026 (the date of which violated FOIA's response deadline, MCL 15.235 (2)), the County not only failed to disclose the requested material (items 2,3,4, and 5), but also failed to provide explanation of the reasons for their denial. Simply citing the statutory exemptions is not useful, as it's unknown which denied documents/items of my request are covered by each referenced statutory exemption.

Per MCL 15.235 (5), the County's final determination to deny a portion of my request should have included:

- "(a) An explanation of the basis under this act or other statute for the determination that the public record, or portion of that public record, is exempt from disclosure, if that is the reason for denying all or a portion of the request.
- (b) A certificate that the public record does not exist under the name given by the requester or by another name reasonably known to the public body, if that is the reason for denying the request or a portion of the request.
- (c) A description of a public record or information on a public record that is separated or deleted under section 14, if a separation or deletion is made."

Firstly, the certification that the public records requested do not exist, provided in the County's response to my FOIA request, does not meet the requirement set by MCL 15.235 (5)(b).

"Now, as it pertains to the portions of the request denied, please be advised that the records do not exist in the files of the Genesee County Sheriff's Office based upon information I received from Ms. Mose and Captain Murphy, I hereby certify."

The County must specify which public records (“*under the name given by the requester, or another name reasonably known to the public body*”) are covered by this certification.

One example of a proper “explanation” as required by law would be the County’s explanation of how releasing FOIA requesters’ personal information per MCL 15.243(1)(b)(iii) would be a violation of their personal information. (Quoting from the County’s response):

“Certain information (dates of birth, home addresses, driver license numbers, etc.) has been redacted in accordance with MCL 15.243(1)(b)(iii) of the Act, which states that a public body may exempt from disclosure an investigating record compiled for law enforcement purposes that would “constitute an unwarranted invasion of personal privacy.” I hereby assert that the release of previous FOIA requesters’ personal information would constitute an unwarranted invasion of individuals’ personal privacy.”

In this excerpt, the County provides:

- a) An explanation of the basis under FOIA that *this specific record*, my request for previous FOIA requests, was being redacted; i.e. the County provided *both* the citation *and* the explanation of how the exemption applies in this instance and which requested document it is being applied to. This satisfies MCL 15.235 (5)(a).
- b) A description of a public record or information on a public record that is separated or deleted under section 14, MCL 15.235 (5)(c), which is satisfied by the County explaining that “previous FOIA requesters’ personal information”, including “dates of birth, home addresses, driver license numbers, etc.” was exempt under this act and thus redacted.

The County, in its March 18 response, cited a total of four statutory exemptions, claiming that “portions of the request are denied because the records requested are exempt pursuant to the Act”:

MCL 15.243(1)(b)(iii) — “constitute an unwarranted invasion of personal privacy”

MCL 15.243 (s)(v) — “operational instructions for law enforcement officers or agents”

MCL 15.233 Sec. 3. (4)(5) — does not require a “a compilation, summary, or report of information”

MCL 15.243(1)(d) — “certain information reported from the Law Enforcement Information Network (LEIN) has been redacted pursuant to MCL 28.214(5)”

Which portions of the request were covered by which exemption? Except for the first statutory exemption, which was properly explained as relating to my request for records of previous FOIA requests regarding Flock, there was no provided explanation for how the other three (bolded) exemptions apply to the portions of my request which were denied.

Overall, I find that the denial dated March 18, 2026, is legally insufficient under MCL 15.235(5), and certainly does not meet the spirit of the law. Per the Michigan Attorney General's FOIA Handbook for citizens:

"The notice must provide a description of the public record that is being withheld or the information on the public record that is redacted, if a redaction is made."

The County's response fails to provide a full explanation as to why *each* of the four denied records (among the six requested records) was denied or redacted. Specifically, the response lists multiple, distinct statutory exemptions but does not identify which exemption applies to which requested record.

Furthermore, the response states that 'portions' of the request are denied because records do not exist, yet fails to identify which of the six items this refers to. This lack of specificity deprives me of my right to meaningful administrative and judicial review. I request that the County issue a revised response that connects each specific requested item to a specific statutory justification or a certification of non-existence.

(Please also note that I requested this clarification from the FOIA office, in a message sent through the FOIA portal on March 19, 2026, but did not receive a response.)

DISCUSSION

Because the County has failed to specify the reasons for which each denied record has been denied, at this time I cannot provide an appeal regarding the specific exemptions that the County stated. Instead, I will do my best to provide my opinion on why these documents should be released, in general.

Firstly, in its denial the County claimed that:

"the Flock Security System is a system that is not owned by Genesee County. Although the Sheriff's Office has a contract with this company and Sheriff personnel, in their official capacity, may access the system, ultimately the data within it does not belong to this public body, i.e., Genesee County."

This is blatantly false. Per the County's contract with Flock Safety, which was among the documents released by this FOIA request, the county (Agency) retains all rights to and ownership of the Flock data. The data belongs to Genesee County:

"Agency Data: As between Flock and Agency, **all right, title and interest in the Agency Data, belong to and are retained solely by Agency.**" (Section 4.2)
(emphasis added)

Agency Data is defined in the contract:

""Agency Data" will mean the data, media and content provided by Agency through the Services. **For the avoidance of doubt, the Agency Data will include the Footage.**"
(emphasis added)

Furthermore, in the recitals of the contract, outlining the context of the agreement, it is written:

"WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) **in order to create, view, search and archive Footage"**
(emphasis added)

It is obvious from the recitals of the contract that the County's contracts with Flock Safety in order to "create, view, search and archive Footage"; thus, not only is the footage owned by the County but, barring any applicable exemptions (of which there are none, in my opinion) any footage created using this camera system is subject to release under FOIA.

The release of footage or still photos from these cameras is no different then the release of footage from body-worn cameras or dash cameras in the Sheriff's office. Although the hardware is owned by other companies, the County retains all rights regarding the captured footage, and commonly releases said footage to FOIA requesters.

In fact, it is well established law that surveillance recordings acquired and used by police, *even if they were created by private third parties*, are public records subject to FOIA release, Amberg v. City of Dearborn, 497 Mich 28 (2014). The county need not even own the camera footage, as FOIA defines a public record as any "writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function, from the time it is created" MCL 15.232(i).

With regards to item two of the contract, which is requesting "All audit logs, search logs, or usage reports related to the county's use of Flock Automatic License Plate Recognition (ALPR) systems for each available monthly period from October 2025 through February 23, 2026", I know for a fact that the County is in possession of these logs. Not only does every Flock customer have their audit logs available to them, but Captain Murphy, in remarks to the Board of Commissioners, has also confirmed that the County has these logs. Fulfilling this portion of my request does not require the County to create "a compilation, summary, or report of information", rather only to access documents which already exist within the Flock system. Neither are these logs "operational instructions for law enforcement officers or agents" in any manner. Finally, these logs generally do not contain any information from LEIN, which is completely separate from Flock data. Overall, an audit log is the epitome of public record that should be released by FOIA, and the County's refusal to do so has no legal justification whatsoever.

With regards to item three, which requested County policies regarding Flock data (specifically Sheriff office policies on using the Flock network and County FOIA policies surrounding Flock data requests), I believe this data, particularly Sheriff policies, would not constitute "operational instructions for law enforcement officers or agents". Law Enforcement policies, by nature, are not operational instructions (*how to use tools*), but rather guidelines on the *circumstances* under which officers should use the tools available to them. Policies such as these are subject to release under FOIA, Hjerstedt v. City of Sault Ste. Marie.

With regards to item four, which is requesting a "list, spreadsheet, or map detailing the physical locations (e.g., street intersections, addresses, or GPS coordinates) of all Flock Safety cameras contracted by the County", such information is not related to any operational instructions or LEIN information. If the county does not possess any records related to this item, then I would appreciate a certification thereof from Ms. Elston and/or a representative of the Sheriff's office. However, I highly doubt that the County has no records that pertain to the locations of its Flock cameras in any internal communications or communications with Flock Safety. These cameras are in public view (i.e. the locations of the cameras are in no way confidential), and it is in the public interest to know which cameras are contracted to which government agencies, such that they can properly exercise their political rights if they should so choose.

With regard to item 5, which requests "An electronic export of all metadata and associated images captured by county-contracted Flock Safety cameras for the license plate EMJ476 between the dates of February 9, 2026, and February 14, 2026", there is no justification that the County provided that would bar the release of footage of my own vehicle. Please note that I provided a copy of my vehicle's registration to prove that such a release would not constitute an invasion of privacy.

Additionally, I insist, as I have in each previous correspondence, that the County continues maintaining (and protecting from deletion) all records related to item 5 (footage of the license plate EMJ476). The County's contract with Flock notes in the recitals that the Flock data is deleted on a rolling 30-day basis, and thus the County "is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes", because once the records (relating to item 5) have been deleted, they are unrecoverable.

I need not mention that is unlawful to allow any records related to an active FOIA request to be destroyed, as the purpose of disclosure also implies a duty to "preserve and maintain [a record requested through the FOIA] until access has been provided or a court executes an order finding the record to be exempt from disclosure", Walloon Lake Water Sys, Inc v. Melrose Township, 415 N.W.2d 292, 295 (1987).

It is by now well-established law (both federally and at the state level, where courts have upheld the Vaughn index), that a plaintiff in a FOIA case is entitled to an index of the documents and/or portions of documents that have been withheld by the defendant agency. Evening News Ass'n v. City of Troy, 339 NW 2d 421; Vaughn v. Rosen, 484 F.2d 820 (D.C. Cir. 1973), cert. denied, 415 U.S. 977 (1974). Moreover, the description of the withheld material must be "sufficiently specific

to permit a reasoned judgment as to whether the material is actually exempt under FOIA." Founding Church of Scientology v. Bell, 603 F.2d 945, 949 (D.C. Cir. 1979). Of course we are not in the litigation context yet, but to help avoid such an eventuality, it would certainly be helpful if the County were to provide such an index if it were to decide to continue withholding any portions of the requested documents.

CONCLUSION

It appears that the County has acted arbitrarily and capriciously by improperly denying the disclosure of the requested records.

Because I do not agree that the requested materials are exempt from disclosure, I ask that the Board reverse the denial of my FOIA request. I further request that if any portions of the requested documents are withheld or denied, the Chief should describe the deleted or denied material in detail and specify the statutory basis for the denial, as well as your reasons for believing that the alleged statutory justification applies in this instance; or if a portion of the requested materials do not exist by that name or any other name reasonably known to the County, that the County provide "A certificate that the public record does not exist under the name given by the requester or by another name reasonably known to the public body, if that is the reason for denying the request or a portion of the request".

I look forward to the Board's written response within 10 business days of your regularly scheduled meeting on March 25, 2026, as required by MCL 15.240(2).

Sincerely,

Joshua Tewolde

A solid black rectangular redaction box covering the signature area.

Exhibit D: 2026.04.01 Appeal Response



Joshua [REDACTED]

re: APPEAL of FOIA Request #26-313

FOIA <foia@geneseecountymi.gov>

Wed, Apr 1, 2026 at 2:05 PM

To: [REDACTED]

To: Joshua Tewolde — [REDACTED]

Please accept this correspondence regarding your appeal as it pertains to **FOIA Request #26-313** submitted to Genesee County.

Upon review of your appeal request, it has been brought to my attention by Genesee County's Corporation Counsel, that I did not properly identify which sections of the request were denied, along with identifying which FOIA exemption was utilized. As such, I have been asked to reach out to you and apologize for this error.

In an effort to satisfy your appeal, please accept the below details regarding the rationale for the denial to portions of your request:

As it pertains to portions **#2** and **#5** of your request asking for **"all audit logs, search logs, or usage reports related to the county's use of Flock Automatic License Plate Recognition (ALPR) systems for each available monthly period from October 2025 through February 23, 2026,"** and **"an electronic export of all metadata and associated imaged captured by county-contracted Flock Safety cameras for the license plate EMJ476 between the dates of February 9, 2026, and February 14, 2026,"** please know that a thorough search was conducted and records by that description do not exist within the files of Genesee County. As it has been discussed in Board meetings and in previous correspondences, Genesee County has no ownership of the data as it exists within the Flock system. Flock is a third-party vendor that has a contract with Genesee County. Ownership only begins for the County when data from Flock is downloaded as part of an active investigation. Pursuant to MCL 15.233 Sec. 3(5) of the FOIA, Genesee County is not required to create a new public record in response to a records request. This means Genesee County is not obligated to search for, download, and create the records you are seeking from the Flock system, as there is no active investigation.

In portion **#3** of your request, you asked for **"County policies regarding Flock data such as (a) any policies, guidelines, or training materials within the Sheriff's department regarding the use of Flock Safety technology for law enforcement and sharing of data from County-contracted Flock cameras with non-county agencies; (b) whether the county-contracted Flock network uses 1:1 sharing with other police departments, or whether the County has entered into Flock's "National Lookup Network;" (c) any county policy regarding the guidelines of public release through FOIA of ALPR data from Flock cameras contracted by the County."** The County previously denied this portion of the request citing MCL 15.243 Sec. 13(s)(v), stating that disclosure of these records would "disclose operational instructions for law enforcement officers or agents." While that exemption is still true for portions of the request asking for "training materials," it has been determined upon further review that this exemption does not apply to General Orders, which has been interpreted as your request for "policies." Therefore, please find attached to this correspondence a copy of the General Order from the Genesee County Sheriff's Office regarding the use of Flock cameras.

Finally, regarding portion **#4** of your request asking for **“a list, spreadsheet, or map detailing the physical locations (e.g., street intersections, addresses, or GPS coordinates) of all Flock Safety cameras contracted by the county,”** this request is denied pursuant to MCL 15.243 Sec. 13(1)(i), stating that a public body may exempt from disclosure investigating records compiled for law enforcement purposes that would interfere with law enforcement proceedings. The Flock system is only used by this public body for investigations, and it is reasonable to assume that the disclosure of the location of every county-contracted Flock camera would result in the avoidance of these cameras by suspects in criminal cases, directly impacting the ability of our investigators to do their jobs and nullifying the purpose of having the cameras at all.

My above response and attached document should satisfy your appeal. Please kindly respond to this email letting me know that you have received the document and that you are withdrawing your appeal.

Respectfully,

Monaca Elston, Genesee County FOIA Specialist
Genesee County Board of County Commissioners

[324 S. Saginaw Street](#)

[Flint, MI 48502](#)

(P) 810.257.3014

(F) 810.257.3008

(E) foia@geneseecountymi.gov

(W) <https://geneseecountymi.nextrequest.com>

Confidentiality Notice: This e-mail may contain confidential and privileged information. If you have received this message by mistake, please notify me immediately by replying to this message or telephoning me, and do not review, disclose, copy, or distribute it. Thank you.



GCSO License Plate Reader Policy.pdf

417K

Exhibit E: 2026.04.02 Plaintiff Response to
Appeal Decision

Monaca Elston, Genesee County FOIA Specialist
Genesee County Board of County Commissioners
324 S. Saginaw Street
Flint, MI 48502

April 2, 2026

Dear Ms. Elston,

Thank you for your response. I very much appreciate the added details, as well as the policy document (general orders), which fulfills portion #3 of my request to my satisfaction.

However, I still contest the denied portions of my request:

- (a) the notion that Genesee County does not own its Flock data, which are the grounds for denying the release of items #2 and #5; and
- (b) the presumption that locations of Genesee County-contracted Flock cameras, item #4, are "investigating records" whose disclosure would "interfere with law enforcement proceedings".

COUNTY OWNERSHIP OF FLOCK DATA:

Both the County's Flock contract and Sheriff's Office General Order 43 point to the fact that the County owns all data recorded by the Flock cameras, and I have not seen any documentary evidence to the contrary. I understand that you may be subject to the verbal deliberations of the County Board, and that this may be a County stance which you do not control. However, insofar as these Board decisions result in the partial denial of my FOIA request, I choose to exercise my right to have my appeal reviewed by the head of the public body (i.e. the County Chairman).

My position is very clear in my March 25 appeal that the County owns all data relating to Flock Safety, and I have previously cited the County's contract to that end. Here I also cite General Order 43 of the Sheriff's Department (which was released to me yesterday as part of this request), which supports this fact:

"The ALPR system, and all data collected, is the property of the Genesee County Sheriff."
(Impermissible Uses, part D, page 3)

and

"The Office of the Genesee County Sheriff retains ownership of all ALPR data."
(Database Access and Records Retention, part D, page 4)

This General Order allows the release of these records through FOIA, stating that:

"All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law and FOIA procedures."

(Releasing ALPR Data, page 5)

There are no records of policies or procedures within the county FOIA office regarding the release of ALPR data. If there were, they would have been released as part of item #3 part (c) of this request, which requested "any county policy regarding the guidelines of public release through FOIA of ALPR data from Flock cameras contracted by the County". Because no such policy document exists within the County FOIA office (*and even if such a policy did exist, it would still be subject to FOIA law*), Sheriff procedures require all FOIA requests for ALPR data to be processed in accordance with applicable law, which is FOIA in this instance.

All of this is in opposition to your assertion that

"Genesee County is not obligated to search for, download, and create the records you are seeking from the Flock system, as there is no active investigation". It is precisely because the Sheriff's Department keeps records of my vehicle despite there being no active investigation involving my records that I seek the lawful release of records pertaining to portion #5.

This rationale becomes more preposterous when considering that portion #2 of my request is seeking audit logs from the Flock system. Surely it cannot be the County's view that audit logs, which are meant for *auditing* (usually in random audits, like provided for in General Order 43), can only be accessed in relation to an active criminal investigation? When the Sheriff accesses these audit logs as part of their yearly audit of ALPR systems (as provided for in General Order 43), they are not doing so as part of an active criminal investigation but as a preventative inspection of records. For the same reason, it is highly in the public interest to release these audit logs, as they allow the public to conduct an "independent audit" of the generic reasons officers put for their ALPR searches.

If the County owns its Flock data, then the notion that merely *searching for and downloading* County-owned data from a database would constitute the creation of a new public record, as it pertains to MCL 15.233 Sec. 3(5), is wholly incorrect. Such data, if owned by the County, is subject to release by FOIA even if the data was *never reviewed* prior to a FOIA request. To bring up other examples, this is often the case for footage from body-worn cameras or dash cameras from the Sheriff's office, or security cameras more generally: most of this footage is never reviewed except in the case of an incident or a FOIA request, yet this kind of footage is still routinely released in FOIA requests.

RELEASE OF FLOCK CAMERA LOCATIONS:

Your response cited MCL 15.243 Sec. 13(1)(i) as the reason for the continued denial of portion #4 of my request, I assumed that this was instead referring to MCL 15.243 Sec. 13(1)(b)(i), which exempts the release of records which would “interfere with law enforcement proceedings”.

I disagree with your assessment that:

- a) The locations of County-contracted Flock cameras constitute an “investigative record”.
- b) Releasing this data would “interfere with law enforcement proceedings”.

The locations of cameras permanently mounted on public property are not investigative records because they are not tied to a specific case. Instead this information is of general utility to the Sheriff’s department, as the cameras are available for any case. Portion #4 of my request seeks the physical locations of asset placement, which is administrative in nature.

Additionally, the cameras are installed on public rights-of-way and are visible to the naked eye. Disclosure of these locations does not provide suspects with any information that isn’t already available through simple observation. Therefore, it is unreasonable to claim disclosure would interfere with proceedings any more than the physical presence of the cameras already does.

For the public’s convenience, maps on OpenStreetMap (accessible by OverpassTurbo queries) and deflock.org freely and publicly show the location of every Flock camera in the County. Fulfilling this request would only specify *which* of the hundreds of Flock cameras located in Genesee County are contracted to the County itself.

Additionally, Captain Murphy has recently stated at County Board meetings that the Sheriff has data-sharing with all other police departments in the County that use Flock. Because the Sheriff has access to *all* cameras within County lines (regardless of whether they are contracted by the County or not), it makes no difference for a potential criminal to distinguish which cameras are contracted by Genesee County and which are not.

For this reason, I disagree with your assessment that *“it is reasonable to assume that the disclosure of the location of every county-contracted Flock camera would result in the avoidance of these cameras by suspects in criminal cases”*. The locations of the cameras accessible to the County are presently public information, and I doubt that this is currently *“nullifying the purpose of having the cameras at all”*, as you suggested in your response.

On the other hand, it makes *every difference* for the general public to distinguish which cameras are contracted by the County, in order to better inform themselves and properly exercise their political rights (there’s no use petitioning your local police department about the camera next to your house if it’s actually owned by the County).

I previously stated this reasoning in my March 25 appeal, writing:

"These cameras are in public view (i.e. the locations of the cameras are in no way confidential), and it is in the public interest to know which cameras are contracted to which government agencies, such that they can properly exercise their political rights if they should so choose."
(March 25 appeal, page 6)

All in all, it is my view that location records of county-contracted Flock cameras (portion #4 of my request) are not exempt under MCL 15.243 Sec. 13(1)(b)(i), and should be released.

CONCLUSION:

Finally, I am assuming that my March 25 appeal is still active, considering that I have not withdrawn it (please inform me if this is not the case). Much of the content in that appeal in favor of release still applies, with the exception of my request for clarification of the reasons for refusal (which was provided), and appeal of the refusal of item #3 (which has since been provided).

If you would like, you may provide this letter to the Chairman as an addendum to my March 25 appeal, effectively noting that I understand the County's clarification (describing the reasons why my initial request was denied) and that I am no longer appealing the partial denial of portion #3 of my requests. This addendum may be useful to the Chairman and the board, as this letter contains more specific arguments in favor of release (these arguments are made possible by your clarification of the initial reasons for denial).

I would hesitate to withdraw my March 25 appeal (to submit a new one), especially considering that 10 business days from the Board's next meeting on April 8th would mean I could expect a response from the Board on April 22, nearly two months after my initial request. However, if a new appeal letter is necessary by county policy (considering that new records have been released since I wrote my March 25 appeal letter), please let me know and I can furnish one.

Otherwise, I understand that the remaining 5 business days until my March 25 appeal's deadline passes may be a bit tight for the Chairman and the board, so I am open to a five business day extension for a response. Please let me know if the Chairman chooses to accept this extension; if not I will continue to expect a response from the Chairman by April 8, 2026.

In any case, nothing in this letter shall be construed as a waiver or withdrawal of my right to appeal the denial of items #2, #4, and #5, which remain the subject of my appeal.

As always I appreciate your time throughout this process. Please don't hesitate to contact me by email with any questions or concerns.

Sincerely,

Joshua Tewolde

A black rectangular redaction box covering the signature area.

Exhibit F: 2026.04.016 Final Appeal Denial



GENESEE COUNTY CORPORATION COUNSEL

County Administration Building
324 S. Saginaw St., 10th Floor
Flint, Michigan 48502
810-257-3050

Brian D. MacMillan
Corporation Counsel
Bennet J. Bush
Deputy Corporation Counsel

April 16, 2026

Joshua Tewolde

via email only:

Dear Mr. Tewolde:

This letter is to inform you that yesterday, April 15, 2026, the Genesee County Board of County Commissioners, being the head of Genesee County, denied your Freedom of Information Act appeal and upheld the disclosure denial issued by the Genesee County Freedom of Information Act Specialist.

Thank you,

A handwritten signature in blue ink, appearing to read 'B MacMillan'.

Brian MacMillan
Genesee County Corporation Counsel

Cc: foiaappeals@geneseecountymi.gov

Exhibit G: Genesee County Flock Contract

flock safety

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: Office of Genesee County Sheriff

Address: 1002 S Saginaw St
Flint, Michigan 48502

Contact Name: Tom Zak

E-Mail:

Billing Contact:

Expected Payment Method:

(if different than above)

Initial Term: 24.00

Renewal Term: 24 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	\$2,500.00	10.00	\$25,000.00
Implementation Fee	\$250.00	10.00	\$2,500.00

(Includes one-time fees)

Year 1 Total: \$27,500.00

Recurring Total: \$25,000.00

Flock Group Inc.

Order Form

This proposal expires in 30 days.

flock safety

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:

DocuSigned by:
By:
Domonique Clemons
E406DFB0108E40C

Name:

Domonique Clemons

Title:

Title:
Chairperson

Date:

4/26/2022
Date:

Flock Group Inc.

Order Form

This proposal expires in 30 days.

flock safety

GOVERNMENT AGENCY 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 of the order form (“**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 Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; 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 awareness, prevention, and prosecution of crime, bona fide investigations 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.

- 1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.
- 1.2 "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software
- 1.3 "**Authorized End User(s)**" 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.
- 1.4 "**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.
- 1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.
- 1.6 "**Flock IP**" will mean the Services, the Documentation, 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.
- 1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.
- 1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.
- 1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.
- 1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.
- 1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.12 "**Services**" or "**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.
- 1.13 "**Support Services**" shall mean Monitoring Services, as defined in Section 2.9 below.
- 1.14 "**Unit(s)**" shall mean the Agency Hardware together with the Embedded Software.
- 1.15 "**Usage Fee**" means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.16 "**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. 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 Services via the Web Interface during the Service Term (as defined in Section 6.1 below), 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 thirty (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 with the Documentation to be used in accessing and using the 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 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 Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency'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. 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 or Agency Hardware; in each case, solely as necessary for Agency to use the 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 to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful 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; (iv) 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 Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

the Permitted Purpose; or (vii) 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.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

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 or Flock Hardware 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 IP disrupts or poses a security risk to the Flock IP or any other Agency 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 Services to Agency or any Authorized End User is prohibited by applicable law; (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 IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (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 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) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, 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 may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. 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 confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") 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. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency 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. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (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 (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. 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 Agency if Agency did not address them prior to the execution of this Agreement 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. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock 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 confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. 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, lead, toxic or flammable substances. 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.

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 [REDACTED]. 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, upon

Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency's, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. 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. 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.

3.3 Nondiscrimination. The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). 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 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 it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it 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 judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. 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. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (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. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency 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 perform all acts with respect to the Agency 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 as a part of the Aggregated Data (as defined in Section 4.4 below). 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 thirty (30) days. Agency has a thirty (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). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency 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 development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency 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. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the "**Initial Fees**") as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, 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.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "**Initial Fees**") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

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 Agency 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. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing 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**"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or 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.*

6.1b Falcon 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**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for 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 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), 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 (30) 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 material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (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), 5.4, 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 Flock Hardware or Embedded Software (a "**Defect**"). Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion 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 seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

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. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. 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 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 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. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; 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 TWELVE (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 COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

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. This Agreement is not intended to, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement. 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.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency 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 preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that 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 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, 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.

10.7 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.

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

10.09 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.

10.10 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.

flock safety

EXHIBIT A

Statement of Work

Installation of (10) Flock Cameras on existing pole or Flock-supplied pole if required or as otherwise agreed to by the parties.

Flock Group Inc.

Order Form

This proposal expires in 30 days.

Exhibit H: Genesee County Sheriff's Office

General Order 43

	OFFICE of the SHERIFF Genesee County	General Order 43
Title: AUTOMATED LICENSE PLATE READER POLICY (ALPR) Revised: 3/19/2026		Date: 7/1/2022

LICENSE PLATE READER POLICY

POLICY:

It is the policy of the Office of the Genesee County Sheriff to deploy and operate Automated License Plate Reader (ALPR) technology.

- The Sheriff and/or designee has the sole authority in determining who is granted access to the Office of Genesee County Sheriff's ALPR technology.
- The policy is strictly for criminal justice purposes only.
- ALPR shall not be used for general surveillance, personal curiosity, immigration enforcement activity, or any purpose not directly related to law enforcement duties.
- All ALPR use shall comply with CJIS Security Policy, LEIN/NCIC rules, Michigan FOIA, applicable Michigan Compiled Laws, and all governing Memoranda of Agreement (MOA) and Data Sharing Agreements (DSA).
- The ALPR system supports investigations such as recovering stolen vehicles, identifying wanted persons, locating missing or endangered individuals, and other legitimate criminal justice operations.

DEFINITIONS:

- **Alert** – A system-generated audible/visual signal indicating a possible hotlist match that has not yet been visually verified.
- **Tentative Hit** – An alert visually matched to the camera image and hotlist but not yet verified by a live query or confirmed by the entering agency.
- **Live Query Transaction** – A validation check through LEIN/NCIC (via dispatch or MDT) to determine whether an entry is currently active.
- **Confirmed Hit** – A hotlist entry verified as valid/active by the originating agency via dispatch.
- **Hotlist** – A dataset containing stolen vehicles, stolen license plates, wanted persons, missing persons, or subjects of Amber/Silver Alerts. Updated multiple times daily.

	OFFICE of the SHERIFF Genesee County	General Order 43
Title: AUTOMATED LICENSE PLATE READER POLICY (ALPR) Revised: 3/19/2026		Date: 7/1/2022

- **Automated License Plate Reader (ALPR):** A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- **ALPR Operator:** Trained Sheriff's Office members who may utilize the ALPR system.
- **ALPR Administrator:** The Captain of the Law Enforcement Division, and/or the commander assigned to the Genesee County Auto Theft Investigation Network (GAIN) and/or designee.
- **Vehicles of Interest:** Including, but not limited to, vehicles which are reported as stolen, display stolen license plates or tags, vehicles linked to missing and/or wanted persons and vehicles flagged by the Secretary of State Administration or a law enforcement agency.

ALPR CAMERA SYSTEM DESCRIPTION:

The ALPR system captures digital images of vehicles and license plates entering the camera's field of view. Each detection includes:

- **License plate characters**
- **Timestamp**
- **GPS/camera location**
- **Vehicle descriptors (e.g., color, body type)**

The system checks detections against ALPR hotlists and generates alerts for potential matches. ALPR cameras do not perform live database checks; therefore, visual verification and live query validation are mandatory prior to any enforcement action.

Limitations may result in incomplete or ambiguous plate recognition; deputies must verify plate state and characters before acting.

TYPES OF RESPONSES:

ALPR system responses may include:

- **NCIC warrant checks**
- **Person checks**
- **Missing person alerts**

	OFFICE of the SHERIFF Genesee County	General Order 43
	Title: AUTOMATED LICENSE PLATE READER POLICY (ALPR) Revised: 3/19/2026	Date: 7/1/2022

- **Wanted person notifications**
- **Stolen vehicle or stolen plate alerts**
- **Personal Protection Orders and domestic injunctions**
- **Gang or terrorism watchlist indicators**
- **Inmate release (tether) program alerts**

PROCEDURES FOR OFFICE OF GENESEE COUNTY PERSONNEL:

- Deputies shall not initiate contact solely based on an ALPR alert until the alert has been visually verified and validated as active via a live query.
- Deputies may stop vehicles based on independent observed violations establishing reasonable suspicion or probable cause for a lawful traffic stop.
- Deputies shall confirm the captured image exactly matches the plate characters and issuing state shown in the alert.
- A live query (via dispatch or MDT) shall be conducted to confirm hotlist status. After contact, deputies should confirm entry status with the originating agency as soon as practical.
- Supervisors must ensure policy compliance. The Captain of the Law Enforcement Division or designee serves as the ALPR Administrator and oversees user access, training, system configuration, and audits.
- **Permitted Uses: valid criminal justice purposes only.**

IMPERMISSIBLE USES:

- A. The ALPR system, and all data collected, is the property of the Office of Genesee County Sheriff. Sheriff's Office personnel shall only access and use the ALPR system for official and legitimate law enforcement purposes consistent with this policy.
- B. The following uses of the ALPR system are specifically prohibited:
 - 1) **Invasion of Privacy:** Except when done pursuant to a court order such as a search warrant, it is a violation of this policy to utilize the ALPR to record license plates except those of vehicles that are visible to public view.
 - (a) (e.g., vehicles visible to public view are on a public road or highway, in a place where members of the public have access, such as parking lots or business establishments).

	OFFICE of the SHERIFF Genesee County	General Order 43
Title: AUTOMATED LICENSE PLATE READER POLICY (ALPR) Revised: 3/19/2026		Date: 7/1/2022

- 2) **Harassment or intimidation:** It is a violation of this policy to use the ALPR system to harass and/or intimidate any individual or group.
- 3) **Use based on a protected characteristic:** It is a violation of this policy to use the ALPR system or associated files or hot lists solely because of a person's or groups race, gender, religious, or political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
- 4) **Personal Use:** It is a violation of this policy to use the ALPR system or associated files or hot lists for any personal use. All personnel are specifically prohibited from making a copy, such as but not limited to, using personal cellular phones, in any format or video, audio or still photograph generated from the ALPR application or associated files or hot lists for personal use.

- C. Any employee who engages in or allows the impermissible use of the ALPR system or the associated files or hot lists may be subject to:
- Criminal Prosecution
 - Civil Liability
 - Discipline to include possible termination

DATABASE ACCESS AND RECORDS RETENTION:

- A. The Captain of the Law Enforcement Division and/or designee is responsible for enacting the procedure for proper collection and retention of ALPR data. Data will be transferred to the designated storage in accordance with Sheriff's Office procedures for report writing, investigations and evidence procedures.
- B. All ALPR data downloaded to the server shall be stored in accordance with the established Sheriff's Office Evidence Policy and Procedures.
- C. ALPR's vendor(s) will store the data and ensure proper maintenance and security of the data stored in their data cloud.
- D. Recordings that contain evidence of incidents are retained until the case is solved, closed and litigation ends. (MCL 780.316)
 - ALPR data is encrypted and stored securely; all access is logged for audit.
 - ALPR system data is automatically deleted after 30 days, unless preserved as evidence in an active case. Extended retention must be justified and documented.
 - The Office of Genesee County Sheriff retains ownership of all ALPR data.

	OFFICE of the SHERIFF Genesee County	General Order 43
Title: AUTOMATED LICENSE PLATE READER POLICY (ALPR) Revised: 3/19/2026		Date: 7/1/2022

- Data sharing is limited to law enforcement agencies under approved Memorandum of Agreement, Data Sharing Agreement's, and in compliance with Michigan FOIA.

ALPR DETECTION BROWSING AUDITS:

- It is the responsibility of the Captain of the Law Enforcement Division and/or Commander of GAIN or designee to conduct an annual audit of the ALPR detection browsing inquiries. The audit will be completed within the first ninety days of the calendar year. The audit shall randomly select at least 10 inquiries to determine if each inquiry meets the requirements established by policy. The audit shall be documented. The report shall include any data errors found and violations of this policy.

RELEASING ALPR DATA:

- All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law and FOIA procedures.

APPROVED:


SHERIFF CHRISTOPHER R. SWANSON