



City of Newport
REQUEST FOR CITY COUNCIL ACTION

To: Council Chair Charles Holder & Members of the City Council
From: Colin K. Kennedy, MPA, City Manager *CK*
Date: July 9, 2026
Subject: Contract-Drone First Responder and Municipal UAV Program
Staff Presentation: Ryan Duffy, Police Chief / Director of Public Safety

RECOMMENDATION:

The Director of Public Safety recommends that the City Council authorize the execution of a three-year contract with Flock Group Inc. in an amount not to exceed \$375,000 to implement this multi-departmental program.

BACKGROUND AND FINDINGS:

The City of Newport is seeking authorization to execute a contract with Flock Group Inc. (3284 Northside Parkway NW, Suite 150, Atlanta, GA 30327) in the total amount of \$375,000. This contract will establish a Citywide Drone First Responder (DFR) and Municipal Services Program, utilizing automated nesting infrastructure to serve the Newport Police Department, Fire Department, Harbormaster's Office, and Resilience and Sustainability Operations.

By deploying a strategically placed drone, this program transitions unmanned aerial systems from reactive tools into a central, multi-agency infrastructure asset capable of autonomous dispatch and remote teleoperation.

- **Public Safety & Situational Awareness:** The DFR model provides automated, first-on-scene aerial arrival—frequently arriving before ground units. Providing a continuous overhead tactical perspective significantly enhances real-time situational awareness for responding personnel, allowing for better tactical decisions, de-escalation, and resource allocation.
- **Fire Ground Support & Personnel Safety:** On active fire scenes, the drone feed provides real-time thermal and visual intelligence directly to Incident Command. This allows commanders to track thermal hotspots, monitor smoke plumes, assess structural roof integrity, and identify hazards to safeguard front-line firefighters.
- **Harbor & Maritime Search and Rescue:** Newport's coastal geography presents unique emergency response challenges. The system directly integrates with the Harbormaster's office to provide immediate aerial search and rescue (SAR) support, thermal scanning for persons in the water, and overwatch during maritime distress calls.
- **Municipal Infrastructure Inspections:** Beyond emergency response, the program serves routine municipal needs. Automated flights will handle routine inspections of City-owned facilities, roofs, bridges, and historic structures—substantially reducing staff labor hours while eliminating elevated fall hazards for City workers.
- **Coastline Baseline Mapping & FEMA Disaster Recovery:** Automated, pre-programmed flight paths will regularly generate high-resolution photographic documentation of the Newport shoreline and critical infrastructure. Establishing these "pre-disaster" baseline images is crucial for storm readiness, as it provides the exact comparative evidence required for the expeditious processing and approval of FEMA disaster recovery funds following severe weather events.
- **Public-Private Funding Partnership:** To offset the fiscal impact on municipal taxpayers, the City has secured a committed financial contribution from a private donor specifically dedicated to assisting with the funding of this program. This partnership leverages private support to deliver state-of-the-art public safety technology while minimizing the net cost to the City's general fund.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

X Currently Budgeted for FY27 (Account 03190500-050440-03114)

X Requires additional appropriation in FY28 & FY29 No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution

Contract

Corporate Information

Finance Dept. Review: 7/14/26 Date By: CJC (if applicable)
for JV

CITY OF NEWPORT

**RESOLUTION
OF THE
COUNCIL**

No. _____

WHEREAS, the City of Newport is committed to modernizing its public safety operations and enhancing municipal efficiency through the strategic deployment of advanced technology; and

WHEREAS, the implementation of a Drone First Responder (DFR) program significantly increases situational awareness for emergency personnel by providing a rapid, first-on-scene arrival and a continuous overhead tactical perspective during high-priority incidents; and

WHEREAS, this automated aerial program will provide critical, real-time intelligence at active fire scenes, enabling fire command personnel to identify hazards, trace smoke plumes, and monitor structural integrity to ensure front-line firefighter safety; and

WHEREAS, Newport's unique coastal geography requires rapid maritime deployment, and this program will directly assist the Harbormaster's office by providing immediate, real-time search and rescue capabilities during life-safety emergencies in the harbor and surrounding waters; and

WHEREAS, beyond emergency operations, the program will enhance municipal services by participating in routine infrastructure inspections, including city buildings, roofs, and bridges, thereby reducing labor costs and safety risks for city workers; and

WHEREAS, the automated nesting system will be utilized to conduct routine, high-resolution photographic documentation of the Newport coastline and public infrastructure, establishing critical pre-disaster baselines required to guarantee the expeditious processing and release of FEMA disaster recovery funds following severe weather events; and

WHEREAS, the City of Newport has successfully secured a commitment from a private donor to assist in funding this innovative program, substantially leveraging municipal resources and minimizing the direct fiscal impact on Newport taxpayers; and

WHEREAS, Flock Group Inc., located at 3284 Northside Parkway NW, Suite 150, Atlanta, Georgia 30327, possesses the specialized tech, automated nesting infrastructure, and software capabilities required to execute this citywide program for a total contract purchase price of \$375,000 over the next three years.
NOW, THEREFORE, BE IT

RESOLVED: That the Newport City Council hereby authorizes the City Manager to execute a contract with Flock Group Inc., 3284 Northside Parkway NW, Suite 150, Atlanta, Georgia 30327, for the acquisition, implementation, and support of the Drone First Responder and Municipal Services Program in an amount not to exceed \$375,000; AND BE IT FURTHER

RESOLVED: That the City Manager is authorized to formally accept and appropriate the committed private donor funds to offset the programmatic costs of this contract as specified.

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk

Flock Safety + RI - Newport PD

Flock Safety
3284 Northside Parkway NW, Suite 150
Atlanta, GA 30327

MAIN CONTACT:
Kristin Donahue
kristin.donahue@flocksafety.com
+16179620295

Quote Number: Q-215435
Expiration Date: 08/09/2026

flock safety

flock safety

ORDER FORM

Customer: RI - Newport PD
Legal Entity Name: RI - Newport PD
Accounts Payable Email: kmoreira@cityofnewport.com
Address: 120 Broadway Newport, Rhode Island 02840

Pilot Term: 6 Months
Initial Term: 36 Months
Renewal Term: 36 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at the end of the pilot period.
Retention Period: 30 Days

PROJECT PROVE IT

Customer will have a 180 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	
Flock Safety Platform			
Flock Safety Drone Hardware and Services			
Flock Aerodome DFR – M4TD + Dock3	Included	1	Included
Flock911 for Aerodome	Included	1	Included
Flock Aerodome DFR - Alpha + Dock	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal During Pilot Period:	\$0.00
Subtotal Initial Term Year 1:	\$125,000.00
Annual Recurring Subtotal:	\$125,000.00
Discounts:	\$25,000.00
Estimated Tax:	\$0.00
Contract Total:	\$375,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. 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") 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.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

If Customer is located in any of the state(s) listed at <https://www.flocksafety.com/legal/state-required-provisions>, the applicable state-required terms set forth therein are incorporated into the Agreement.

Special Terms:

Upon execution of this Agreement, Flock shall provide the Flock Aerodome DFR – M4TD + Dock 3 on an interim basis for a period of up to 180 days (the "PPI Period"). During the PPI Period, no payment shall be due from Customer. Once the Flock Aerodome DFR – Alpha + Dock becomes commercially available, and within the PPI Period, Flock shall replace the interim Dock 3 unit(s) with the Flock Aerodome DFR – Alpha + Dock, as referenced in the Hardware and Software Products table of this Agreement.

Upon completion of the replacement and validation of the Flock Aerodome DFR – Alpha + Dock, a new order form will be issued to establish billing commencement and reflect a 36-month subscription term beginning on the date of Alpha delivery. All interim Flock Aerodome DFR – M4TD + Dock 3 units shall remain the property of Flock and must be returned to Flock (or made available for retrieval) upon completion of the replacement. Customer shall not retain, use, or otherwise dispose of the interim M4TD units

Billing Schedule

Billing Schedule	Amount (USD)
Invoice 1	\$0.00
For Pilot Period	
Initial Term Year 1	\$125,000.00
Initial Term Year 2	\$125,000.00
Initial Term Year 3	\$125,000.00
Contract Total	\$375,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Aerodome DFR - Alpha + Dock	NDAA-compliant Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes NDAA-compliant Alpha drone, camera, batteries, and battery-swapping dock. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock DFR - M4TD + Dock 3	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.

FlockOS Features & Description

FlockOS Features	Description
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PRODUCT ADDENDUM

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM
FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any Flock Drone IP to any third party without the prior express written consent of Flock.

6. "NDAA COMPLIANCE GUARANTEE. In the event of a federal or state law, regulation, or enforceable governmental order ("**Legal Prohibition**") that prohibits the use, operation, or procurement of drones manufactured by DJI or any other Chinese-made drone manufacturers ("**Restricted Drones**"), Flock will provide replacement drones that are fully compliant with the National Defense Authorization Act ("**NDAA Compliant Drones**"). Upon confirmation of a Legal Prohibition affecting Customer's use of Restricted Drones, Flock shall replace all Restricted Drones that are part of the Customer's Flock Services and subject to Legal Prohibition with NDAA Compliant Drones of comparable functionality and specifications. The replacement process shall commence within a commercially reasonable time of the effective date of the Legal Prohibition and be completed within a commercially reasonable timeframe. The replacement shall be provided at no additional cost to Customer."

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers ("VOs") to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("PIC"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("SOP") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B
SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("CAD") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

This Order Form is governed by and incorporated by reference into the Master Services Agreement between the Parties, or if none, the Terms of Service located at <https://www.flocksafety.com/legal/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: RI - Newport PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Corporate Information Sheet

List the Officers of your Corporation or Principals of your LLC or attach a similar sheet separately. Award cannot be done without the attachment

Flock Group Inc.

Complete Company Name

Garrett Langley	Chief Executive Officer
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Name

Title/Officer/Position

DeeAnna McPherson	Chief Marketing Officer
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Name

Title/Officer/Position

Mark Smith	General Counsel
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Name

Title/Officer/Position

Alex Latraverse	Chief Revenue Officer
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Name

Title/Officer/Position

Paige Todd	Chief People Officer
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Name

Title/Officer/Position

Bailey Quintrell	Chief Strategy Officer
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Name

Title/Officer/Position

Kathy Arcano	VP of Finance
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Name

Title/Officer/Position

NOTE: Please provide any literature you feel may be necessary.