

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 06/09/2025

Submitted By: STOP

Department: _____

Signature of Elected Official/Department Head:

| |
|--|
| Court Decision: <small>This section to be completed by County Judge's Office</small> |
|  |

Description:

Executive Session, Sec. 551.076, Government Code, Deliberations Regarding
Devices or Security Audits

Motion: Approve Flock Safety Order Form in the Amount of \$96,000.00 to be Paid for
with the FY 2025 Motor Vehicle Crime Prevention Authority Grant; with Authorization
for County Judge to Sign

Motion: Approve Flock Safety Professional Services Implementation Services Statement
of Work in the Amount of \$100,000.00; with Authorization for County Judge to Sign

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☐ PUBLIC ☒ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☐ Consent ☐ Workshop ☒ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☒ County Attorney ☐ IT ☒ Purchasing ☒ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

Flock Safety Professional Services

Implementation Services

Statement of Work For Johnson County Sheriff's Office Flock Nova Deployment

Effective Date: 5/3/2025
Revision: 2
SOW Version: 1.0
Drafted by: Nick Kister

Introduction

This Statement of Work ("SOW") is between the Johnson County Sheriff's Office ("Customer") and Flock Group Inc ("Flock Safety"). This Statement of Work is governed by the Master Service Agreement with Flock Safety and Customer. This SOW defines the scope of the services that Flock Safety will provide to the Customer. This Statement of Work provides definitions and mutual understanding of the work to be completed.

Project Summary

Flock Safety will implement Flock Nova for the Johnson County Sheriff's Office. Flock Nova provides a secure platform that allows personnel to access multiple data sources in a single location. This integrated data will be used to create interactive maps, network graphs, and dashboards, with the goal of enhancing situational awareness and officer safety. Flock Nova accelerates evidence-based decision-making, enhances investigatory capabilities, streamline criminal analyses, and generates intelligence-driven outcomes. This implementation will include integration from multiple sources and locations as detailed in the systems table below¹²:

¹ Data integration to include all fields within scope to ingest into Flock Nova.

² Client responsible for providing data access to each system including but not limited to network connection and credentials.

| System | Vendor | Database Owner | Installation | Access | Notes |
|----------------|-----------------|----------------|--------------|---------------|---|
| CAD | SOMA Global | Vendor ▾ | Cloud ▾ | API ▾ | Upcoming vendor ³ |
| CAD | Central Square | Joint Agency ▾ | On-Prem ▾ | Replication ▾ | Burleson Police Department Holds the SO data today OSSI - ONE solution |
| RMS | SOMA Global | Vendor ▾ | Cloud ▾ | API ▾ | Upcoming vendor ⁴ |
| RMS | Central Square | Joint Agency ▾ | On-Prem ▾ | Replication ▾ | Burleson Police Department Holds the SO data today OSSI - ONE solution |
| JMS | Tyler / Odyssey | Agency ▾ | On-Prem ▾ | Replication ▾ | |
| ALPR | Flock | Vendor ▾ | Cloud ▾ | API ▾ | |
| BWC | Axon | Vendor ▾ | Select ... ▾ | Select One ▾ | Evidence.com / and ICV with Flock LPR |
| Maps | Esri | Agency ▾ | On-Prem ▾ | Replication ▾ | |
| Citations | Brazos | Joint Agency ▾ | On-Prem ▾ | Limited ▾ | TX DPS requirement |
| Jail Phones | GTL Command | Vendor ▾ | On-Prem ▾ | Limited ▾ | Need to scope |
| Public Records | FirstTwo | Vendor ▾ | Cloud ▾ | API ▾ | Already has FirstTwo license |

³ Tentative vendor, if Johnson County Sheriff's Office elects to change vendors, the integration will be done with the new vendor at no additional cost.

⁴ Tentative vendor, if Johnson County Sheriff's Office elects to change vendors, the integration will be done with the new vendor at no additional cost.

Descriptions of Services

The following services will be provided as part of this Statement of Work. Any Services not described herein will require a Project Change Request (PCR).

Project Readiness Services

Flock Safety will provide a Technical Project Manager for engagement that will be responsible for the following tasks:

- Reviewing Statement of Work and contractual responsibilities of both parties with the Customer's lead point of contact.
- Providing project plans to the Customer and updating the plan during the length of the engagement.
- Measurement and evaluation of the progress.
- Handoff upon project completion.

Configuration and Validation

Flock Safety Implementation technicians will:

- Configure and upload all in scope Johnson County Sheriff's Office data to Flock Nova.
- Integrate existing in scope systems data into Flock Nova.
- Set up real-time data flow and alerting within Flock Nova.
- Enable access for all applicable end users within the department.

Training

Training will be conducted for all end users within the department in person or remotely.

Out of Scope:

- Physical installation of any product not supplied by Flock Safety.
- Software changes/configurations outside of Flock Nova.
- Network configurations outside of Flock Safety standards.

Project Conditions

- Project Timeline is dependent upon the information supplied by the customer. All information that is asked by Flock Safety, is required to be completed prior to Flock Employee onsite (if applicable).


| Work Breakdown | Resource | Onsite | Remote |
|-----------------------|--|--------|--------|
| Flock Nova Deployment | Customer Success, Integrators, Networking/IT | X | X |
| Upgrades/Enhancements | Integrators | | X |

Acknowledgment and Approvals

Upon completion of this SOW, no additional services are due to the Customer under this SOW.

The parties, through their authorized representatives signed below, hereby agree to the terms of this Statement of Work as of the Effective Date.

| | | |
|---------------------|--|---------|
| Flock Safety | | |
| Name | Elizabeth Heintzman | [Name] |
| Title | Director, Solution Specialists | [Title] |
| Signature | <small>Signed by:</small>  | |
| Date | 5/23/2025 | |

| | | |
|--|---|---------|
| Johnson County Sheriff's Office | | |
| Name | Christopher Boedeker | [Name] |
| Title | County Judge | [Title] |
| Signature |  | |
| Date | June 9, 2025 | |

Flock Safety + TX - Johnson County

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Blaine Parsons
blaine.parsons@flocksafety.com
940-613-1674

flock safety



EXHIBIT A
ORDER FORM

| | | | |
|-------------------------|---|--------------------|--|
| Customer: | TX - Johnson County | Initial Term: | 12 Months |
| Legal Entity Name: | TX - Johnson County | Renewal Term: | 24 Months |
| Accounts Payable Email: | cmassey@johnsoncountytexas.org | Payment Terms: | Net 30 |
| Address: | 204 S Buffalo Ave Cleburne, Texas 76033 | Billing Frequency: | Annual Plan - Invoiced at the end of the pilot period. |
| | | Retention Period: | 30 Days |

PROJECT PROVE IT

Customer will have a 45 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

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|---|----------|----------|-------------|
| Flock Safety Platform | | | \$99,000.00 |
| Flock Safety Flock OS | | | |
| FlockOS Premium Solution | Included | 1 | Included |
| FlockOS Premium | Included | 1 | Included |
| Flock911 | Included | 1 | Included |
| Flock Safety Platform Add Ons | | | |
| Flock Nova - Customer Data | Included | 1 | Included |
| Flock Nova - OSINT Data | Included | 1 | Included |
| Flock Safety Platform - FreeForm Add-On | Included | 1 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|---|------------|----------|------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Flock911 Implementation Fee | \$1,000.00 | 1 | \$1,000.00 |

| | |
|----------------------------|--------------|
| Subtotal Year 1: | \$100,000.00 |
| Annual Recurring Subtotal: | \$99,000.00 |
| Discounts: | \$65,000.00 |
| Estimated Tax: | \$0.00 |
| Contract Total: | \$100,000.00 |

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.

Special Terms:

- The Terms of this Agreement shall not start until on or after September 1, 2025

Billing Schedule

| Billing Schedule | Amount (USD) |
|-------------------------------|--------------|
| Year 1 | |
| At PPI End Date | \$100,000.00 |
| Annual Recurring after Year 1 | \$99,000.00 |
| Contract Total | \$100,000.00 |

*Tax not included

Discounts

| Discounts Applied | Amount (USD) |
|------------------------------------|--------------|
| Flock Safety Platform | \$19,000.00 |
| Flock Safety Add-ons | \$46,000.00 |
| Flock Safety Professional Services | \$0.00 |

Product and Services Description

| Flock Safety Platform Items | Product Description |
|---|---|
| Flock Nova - Customer Data | Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks. |
| Flock Nova - OSINT Data | Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data. |
| FlockOS Premium Solution | FlockOS Premium Solution |
| Flock Safety Platform - FreeForm Add-On | AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage. |
| FlockOS Premium | FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity. |
| Flock911 | 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. |
| Computer-Aided Dispatch (CAD) Integration | Provides integration for one supported CAD system with FlockOS, displaying calls-for-service and relevant actionable intelligence in a unified view |
| Professional Services - Flock911 Implementation Fee | One-time Professional Services engagement to set up Flock911. |

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the previously executed agreement.

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

FLOCK GROUP, INC.

Customer: TX - Johnson County

By:

Signed by:

Mark Smith

AC5C931454C24F3...

Name: Mark Smith
Title: General Counsel
Date: 5/23/2025

By: Christopher Bordcker
Name: Christopher Bordcker
Title: County Judge
Date: June 9, 2025
PO Number: _____

Flock Safety + TX - Johnson County

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Blaine Parsons
blaine.parsons@flocksafety.com
940-613-1674

flock safety



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (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.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

| | |
|--|--|
| Customer: TX - Johnson County | Initial Term: 12 Months |
| Legal Entity Name: TX - Johnson County | Renewal Term: 24 Months |
| Accounts Payable Email: emassey@johnsoncountytexas.org | Payment Terms: Net 30 |
| Address: 204 S Buffalo Ave Cleburne, Texas 76033 | Billing Frequency: Annual Plan - First Year Invoiced at Signing. |
| | Retention Period: 30 Days |

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|--|----------|----------|--------------------|
| Flock Safety Platform | | | \$96,000.00 |
| Flock Safety LPR Products | | | |
| Flock Safety LPR - Flex Bundle, fka Falcon Flex Bundle | Included | 18 | Included |
| Flex - Solar Kit | Included | 18 | Included |
| Flock Safety LPR Video Integration, fka Wing LPR | Included | 4 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|----------|----------|----------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Video Integration Implementation Fee | \$000.00 | 1 | \$000.00 |

| | |
|-----------------------------------|--------------------|
| Subtotal Year 1: | \$96,000.00 |
| Annual Recurring Subtotal: | \$96,000.00 |
| Estimated Tax: | \$0.00 |
| Contract Total: | \$96,000.00 |

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.

Billing Schedule

| Billing Schedule | Amount (USD) |
|-------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$96,000.00 |
| Annual Recurring after Year 1 | \$96,000.00 |
| Contract Total | \$96,000.00 |

*Tax not included

Product and Services Description

| Flock Safety Platform Items | Product Description |
|--|--|
| Flock Safety LPR - Flex Bundle, fka Falcon Flex Bundle | Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Flex - Solar Kit | LPR 2.2 Camera and 65W side mount solar panel and band clamps for prolonged deployment. |
| Flock Safety LPR Video Integration, fka Wing LPR | Video software integration transforms traditional IP cameras into Flock Safety enabled LPR cameras. Includes Vehicle Fingerprint™ computer vision and Advanced Search Package (Convoy Analysis, Multi Geo Search, Visual Search) |
| Professional Services - Video Integration Implementation Fee | |

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

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

FLOCK GROUP, INC.

Customer: TX - Johnson County

Signed by:
By: Mark Smith
AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 5/16/2025

By: CFH Boede Ker

Name: Christopher Boede Ker

Title: County Judge

Date: June 9, 2025

PO Number: _____