AGENDA ITEM
CA39

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 8/12/2026

Meeting Date: 8/24/2026

Submitted By: Micah Short

Department: STOP

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County ★ APPROVED ★ Commissioners Court

8.24.2026

Description:

Consider and approve Amendment to the Master Services Agreement (which includes Attachment A-1 Third Party Terms) between Flock Safety, Inc. and Johnson County, Texas.

(May attach additional sheets if necessary)

Person to Present: Curran Massey

(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 ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ 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

Docusign Envelope ID: 43FC45C2-F3CA-81E0-8340-64DD402DF0D1

Flock Safety

AMENDMENT
NOVA - THIRD PARTY TERMS

PARTIES	
FLOCK	**CUSTOMER**
Flock Group Inc 3284 Northside Pkwy NW Suite 150 Atlanta, GA 30327	204 S Buffalo Ave Cleburne, Texas 76033 United States

THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AMENDMENT AND ITS ATTACHMENTS, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AMENDMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS AND ALL PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. AGREED AND ACCEPTED:

FLOCK GROUP INC

Signed by:
BY: _____
1024FAE1E69A40F...
(SIGNATURE)

NAME: Dan Haley
(PRINTED)

TITLE: Chief Legal Officer

DATE: 8/12/2026

TX - Johnson County

BY: _____
(SIGNATURE)

NAME: Christopher Boedeker
(PRINTED)

TITLE: County Judge

DATE: 8-24-26

This amendment to the Subject Agreement (the "**Amendment**") is made effective as of the date of last signature ("**Amendment Effective Date**") by and between FLOCK and CUSTOMER, also referred to herein individually as "**Party**" or collectively as "**Parties**."

1 **PURPOSE.** The Parties agree to and hereby do amend their Master Services Agreement or Terms and Conditions, as applicable ("**Subject Agreement**") in accordance with the following terms and conditions. Defined terms not otherwise defined in this Amendment have the meanings set forth in the Subject Agreement. In the event of any inconsistency or conflict between the terms of this Amendment and the Subject Agreement, the terms of this Amendment control. Unless otherwise modified by this Amendment, all of the remaining terms and provisions of the Subject Agreement shall remain in full force and effect.

2 **ACCESS AND USE RESTRICTIONS.** The Parties hereby amend the existing Access and Use Restrictions section of the Subject Agreement by adding the following language:

Customer shall, and shall cause its Authorized End Users, to comply with the third party terms hereby incorporated by reference in Attachment A-1.

3 **ATTACHMENT A-1.** The Parties hereby amend the existing Subject Agreement by adding the language attached to this Amendment as Attachment A-1.

4 **GENERAL**

4.1 *GOVERNING LAW.* This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules.

4.2 *AMENDMENTS.* Any amendment or modification to this Amendment must be in writing and signed by authorized representatives of both Parties.

4.3 *COUNTERPARTS.* This Amendment may be executed in counterparts (including electronic signatures), each of which shall be deemed an original and together shall constitute one and the same agreement.

Flock Safety

AMENDMENT
NOVA - THIRD PARTY TERMS

ATTACHMENT A-1
THIRD PARTY TERMS

Customer shall comply with all laws and regulations that govern the use of the Flock Services and information provided therein. Customer understands that the Flock Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which Customer certifies to comply. If Customer accesses Flock Services provided subject to the GLBA, Customer certifies that it will request, access and use such Flock Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority:

- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- For required institutional risk control, or for resolving consumer disputes or inquiries;
- For use solely in conjunction with a legal or beneficial interest held by me and relating to the consumer;
- For use solely in a fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
- To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
- To comply with federal, state, or local laws, rules, and other applicable legal requirements.

If Customer desires to access Flock Services provided pursuant to the DPPA, Customer certifies that it will request, access and use such Flock Services solely for one of the DPPA permissible use(s) listed below:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self- regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

Neither Flock nor any of its data sources are a "consumer reporting agency," and Flock Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Customer represents and warrants that the Flock Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.