



Kimberly J. Williams, JD
Harris County Purchasing Agent

March 06, 2026

Commissioners Court
Harris County, Texas

RE: Job No. 220336

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Fourth Amendment to the Agreement(s) for the following:

Description: License Plate Reader and Sound Detection System for Harris County
Vendor(s): Flock Group, Inc.
Amount: \$ 868,975 previously approved funds for the term 06/06/2025 - 06/05/2026
2,000,000 additional funds for the term 06/06/2025 - 06/05/2026
\$2,868,975
Reviewed By: • Harris County Purchasing • Sheriff's Office
• Precinct 2

The Fourth Amendment supplements agreement terms and increase funding for additional services. Purchase orders will be issued upon Commissioners Court approval

Sincerely,

Kimberly J. Williams, JD
Purchasing Agent

JC
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 19, 2026

**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND FLOCK GROUP, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment to the Agreement is made and entered into by and between Harris County (the “County”), acting through Harris County Commissioner Precinct Offices Three and Four, and Flock Group, Inc. (“Contractor”). The County and the Contractor are referred to herein collectively as “Parties” and individually as a “Party.”

Recitals

On or about June 6, 2023, the County entered into an agreement (the “Agreement”) with Contractor to provide a license plate reader and sound detection system, in accordance with the specifications set forth in the Request for Proposals for Job No. 22/0336.

The Parties now desire to amend the Agreement a fourth time (“Fourth Amendment”) to add funds for additional services and to modify/supplement certain terms.

Terms

1) CONTRACT CONSTRUCTION

This Fourth Amendment shall be governed by the Agreement, which is incorporated by reference as though fully set forth word for word.

2) MODIFICATIONS

A. The Agreement is hereby amended to add funding in the amount of \$2,000,000.00 for additional services.

B. The Agreement is further amended to add the following terms:

i. Minimum Distance Between LPR Cameras

Each License Plate Reader (LPR) camera installed under this agreement shall be placed no closer than 0.25 miles (1,320 feet) from any adjacent Flock LPR camera, unless otherwise approved in writing by the Harris County designated project manager. This spacing is intended to ensure effective coverage, minimize overlap, and optimize data collection for vehicle tracking and incident response. Exceptions may be granted based on site-specific conditions such as traffic volume, road configuration, or public safety priorities.

ii. Real-Time GIS Mapping Requirement

Real-Time GIS Mapping Access. The Contractor shall provide Harris County with secure, real-time access to a Geographic Information System (GIS) map displaying the location and operational status of all Flock-owned and operated License Plate Reader (LPR) and sound detection devices deployed within the geographic boundaries of Harris County. This map shall:

- Be accessible via a web-based interface or GIS-compatible data feed (e.g., ArcGIS REST service, GeoJSON, or KML).
- Include metadata for each device, such as device ID, location coordinates, installation date, device type (e.g., LPR, sound detection), and operational status.
- Be updated at intervals not to exceed two (2) hours, with each update reflecting a designated health status category of “Healthy,” “At Risk,” or “Offline.”
- Be accessible to designated Harris County personnel without additional licensing or subscription fees.
- Be maintained for the duration of the contract and any renewal terms.

The Contractor shall also provide documentation and technical support to integrate this GIS data with Harris County’s internal mapping systems, if requested.

iii. Data Sharing Authorization

Harris County shall retain full ownership and control of all data, images, video, audio, and metadata collected through the use of Flock Group, Inc. hardware and software systems under this Agreement (“Camera Data”). Harris County is authorized to share Camera Data with:

- Local, state, and federal law enforcement agencies;
- Other governmental entities or departments within Harris County;
- Regional public safety partners;
- Third-party contractors or consultants engaged in public safety, traffic analysis, or infrastructure planning;
- Any other entity as permitted by applicable law or court order.

Such sharing may be conducted in real time or through archived data access, and may include direct access to the system interface, data exports, or integration with Harris County’s internal systems. Flock Group, Inc. shall not restrict or inhibit Harris County’s ability to share Camera Data, provided such sharing complies with applicable laws and regulations.

iv. Prorated Billing Adjustment

Prorated Billing for Partial Term Installations. In the event that any License Plate Reader (LPR) or sound detection device is installed and activated after the commencement of the contract term or any renewal term, the County shall be invoiced on a prorated basis for the remaining portion of that term. The prorated amount shall be calculated based on the number of full calendar days remaining in the applicable term, divided by the total number of days in that term, and applied to the applicable annual service fee for each device.

The Contractor shall include a detailed breakdown of the prorated charges in the invoice, including:

- Device ID and location
- Date of installation and activation
- Number of days remaining in the term
- Prorated service fee

This clause shall apply to all new installations, replacements, or reinstalls that occur after the start of a contract or renewal term.

3) LIMIT OF APPROPRIATION

- A. Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Million and No/Dollars (\$2,000,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Amendment is limited to this sum.
- B. Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Amendment before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.
- C. Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Amendment is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Amendment. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.
- D. With regard to the renewal or extension of this Amendment, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year.

Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

4) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this Fourth Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this Fourth Amendment shall control.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written and subsequently amended.

5) EXECUTION, MULTIPLE COUNTERPARTS

Execution, Multiple Counterparts: This Fourth Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Fourth Amendment.

[SIGNATURE PAGE FOLLOWS]

FLOCK GROUP, INC.

Signed by:
By: 
Name: Dan F. Haddad
Title: Chief Legal Officer
Date: 2/18/2026

HARRIS COUNTY, TEXAS

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
JONATHAN FOMBONNE
COUNTY ATTORNEY

DocuSigned by:
Cherelle Sims
By: 8282675D1B4C4AE...
Cherelle Sims
Senior Assistant County Attorney
C.A. File 25GEN3138

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF FOURTH AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND FLOCK GROUP, INC.**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the Fourth Amendment to the Agreement between Harris County and Flock Group, Inc. to supplement agreement terms and add funding for additional services in an amount not to exceed Two Million and No/Dollars (\$2,000,000.00); said Amendment being incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.