

RESOLUTION APPROVING PROPOSAL WITH FLOCK GROUP, INC. FOR THE INSTALLATION AND OPERATION OF LICENSE PLATE RECOGNITION CAMERAS, SHERIFF'S DEPARTMENT

WHEREAS, Ashtabula County Sheriff, William Niemi, has presented a proposal for the approval of the Board, to-wit:

Scope: Installation and operation of license plate recognition cameras

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

Cost: Not to Exceed, \$9,000/year

Term: one year, upon signing, with renewal term of 24 months

WHEREAS, a Memorandum of Understanding is on file between the Ashtabula County Sheriff's Office and Ashtabula County Prosecutor's Office that both parties have agreed to Prosecutor's Office funding \$9,000/year for a total of three cameras; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the proposal outlined above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-331

July 29, 2025

**RESOLUTION APPROVING PROPOSAL WITH FLOCK GROUP, INC. FOR THE
INSTALLATION AND OPERATION OF LICENSE PLATE RECOGNITION CAMERAS,
SHERIFF'S DEPARTMENT**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Absent

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

Flock Safety + OII - Ashtabula County
SO

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

MAIN CONTACT:
Michael Lucas
michael.lucas@flocksafety.com
+18323909115

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: OH - Ashtabula County SO
 Legal Entity Name: OH - Ashtabula County SO
 Accounts Payable Email:
 Address: 25 W Jefferson St Jefferson, Ohio 44047

Initial Term: 12 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 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			\$9,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	3	\$0.00

Subtotal Year 1:	\$9,000.00
Annual Recurring Subtotal:	\$9,000.00
Discounts:	\$1,950.00
Estimated Tax:	\$0.00
Contract Total:	\$9,000.00

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	\$9,000.00

Annual Recurring after Year 1	\$9,000.00
Contract Total	\$9,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$1,950.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, aka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

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 of Service located at <https://www.flocksafety.com/terms-and-conditions>.

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

FLOCK GROUP, INC.

Signed by:
Mark Smith
AC5C931454C24F3
By: _____
Name: Mark Smith
Title: General Counsel
Date: 7/23/2025

Customer: OH - Ashtabula County SO

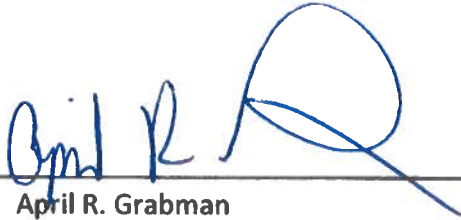
Signed by:
William R. Niemi
7A85F18ADC2142B
By: _____
Name: William R. Niemi
Title: _____
Date: 7/23/2025
PO Number: _____

Signature Page

AGREEMENT TITLE: Flock Safety Order Form

APPROVED as to Legal Form Only.

Approved by: _____

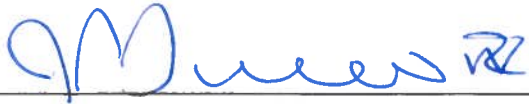


April R. Grabman
Ashtabula County Prosecutor

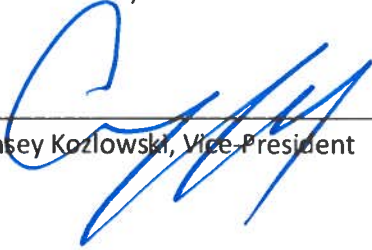
Dated: 7/10/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor





J. P. Ducro IV, President



Casey Kozlowski, Vice-President

Kathryn Whittington, Commissioner

Date: 7/29/25

MEMORANDUM OF UNDERSTANDING COST SHARING AGREEMENT

This Memorandum of Understanding ("MOU") is entered into between the Ashtabula County Sheriff's Office ("Sheriff"), 25 West Jefferson Street, Jefferson, Ohio 44047, and the Ashtabula County Prosecutor's Office ("Prosecutor"), 25 West Jefferson Street, Jefferson, Ohio 44047, and is effective as of the date on which both parties have executed the Agreement ("Effective Date").

Purpose:

The parties agree to jointly fund the installation and operation of three cameras with Flock Safety Group, of Atlanta, Georgia ("Flock").

The parties agree to provide payment to fund the cameras in the following amounts:

Prosecutor \$9,000.00/year for a total of three cameras.

In the event of any cost over-runs that later cause the final total cost to exceed the initial proposed amount, then the final total cost shall be allocated among the Parties in accordance with future negotiation and mutual agreement.

Payment: Prosecutor agrees to pay their share directly to Flock Security unless Flock objects, in which case the parties will mutually agree to alternate payment arrangements.

Termination: The parties acknowledge that institutions of the State of Ohio are prohibited from pledging the credit of the State so as to cause any political subdivision to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. If the source of payment (Ashtabula County Sheriff's Office monetary forfeitures per calendar year) for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate immediately and without further obligation of either party.

Notices: For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed,

if to the Sheriff's Office at: Ashtabula County Sheriff's Office, ATTN: Jessica Corson, HR/ Administrative Assistant to the Sheriff, 25 West Jefferson Street, Jefferson, Ohio 44047, JCorson@ashtabulacounty.us

and if to the Prosecutor's Office at: Ashtabula County Prosecutor's Office, ATTN: Sandy Kuhar, Office Manager, 25 West Jefferson Street, Jefferson, Ohio 44047, SAKuhar@ashtabulacounty.gov

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

No waiver: The wavier or failure of any party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

Integrated Agreement: The terms and conditions set forth herein constitute the entire agreement between the Parties as to the matters set forth herein and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in a writing signed by the Parties.

Governing Law and Venue: The Parties agree that any action to interpret or enforce this Agreement shall be governed and enforced according to the laws of the State of Ohio and any dispute under this Agreement shall be brought in the Court of Common Pleas in and for the County of Ashtabula.

Severability: If any term or provision of this Agreement is held by a court to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term or provision had never been included.

This Agreement was negotiated jointly by the Parties, and it shall not be construed against any party in case of any dispute.


For the Sheriff's Office


For the Prosecutor's Office

Date: 7/14/25

Date: 7/15/25