

SURVEILLANCE WITHOUT CONSENT:

Procurement Irregularities, Contractual Overreach, and the Accountability Vacuum in Texarkana, Texas's Flock Safety Automated License Plate Reader System

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EDITOR'S NOTE:

Liberty Ledger Media provided advance notice of this publication to the City of Texarkana, Texas (City Manager David Orr), Chief of Police Kevin Schutte, Captain Michael Henry, every current member of the Texarkana City Council, and Flock Safety, Inc., and invited written responses. Response deadline: July 9, 2026. City Manager David Orr and Council Member Jay Davis (Mayor Pro Tem, Ward 6) responded in writing, both dated July 9, 2026; Chief Schutte, Captain Henry, the remainder of the City Council, and Flock Safety, Inc. did not. Both responses are published in full below. This publication reflects corrections made prior to release after the City's written response identified an overstated characterization of a contract clause; the corrected findings below remain fully sourced to produced public records. Where Mr. Orr's or Council Member Davis's responses raise claims not found in the documents produced to this investigation under the Texas Public Information Act, that is noted directly beneath the relevant finding.

ABSTRACT

This article examines the procurement, contracting, deployment, and governance of an automated license plate reader (ALPR) surveillance network operated by the Texarkana, Texas Police Department (TTPD) through a contract with Flock Safety, a private surveillance technology vendor. Drawing on documents obtained through the Texas Public Information Act (TPIA), the article presents evidence that: (1) the original contract was executed without city council authorization through an administrative action by a single officer; (2) the purchasing exemption used to bypass competitive bidding was filed thirteen days after the contract was signed, and its sole-source justification relies on the vendor's integration with equipment already purchased from a separate supplier rather than on the absence of a competing quote; (3) the contract grants the vendor a perpetual, irrevocable license to an anonymized data product derived from citizen movement data, using an anonymization standard Flock alone defines, surviving contract termination; (4) the governing use policy contains an audit provision never operationalized in over three years of operation; (5) city council approved a five-year \$141,950 renewal based on a packet that did not contain the underlying contract itself; (6) a Shared Networks List produced June 25, 2026 identifies over 800 organizations across 21+ states with access to data from Texarkana's cameras, none itemized in the council's voting record; and (7) 87 named individuals have held Flock Safety user accounts with TTPD since deployment, with audit logs withheld by the Attorney General twice and a third referral now pending. The article argues these findings collectively constitute a structural accountability failure warranting public deliberation, legislative attention, and legal scrutiny.

I. INTRODUCTION

Since June 1, 2023, eleven cameras have been tracking every vehicle moving through key parts of Texarkana, Texas. The system photographs your license plate, builds a physical profile of your vehicle, records your GPS location, timestamps the moment, and checks your plate against federal and state criminal databases — in real time. Documents produced by the city show that data is shared with a network of more than 800 organizations across 21 or more states.

The city council never voted to authorize the contract that built this system. The competitive bidding process was bypassed using an exemption filed after the contract was already signed. And under the contract's terms, a private Atlanta company retains a perpetual right to an anonymized version of that data — a right that survives even if the city cancels the contract tomorrow.

This article presents these findings drawn from documents obtained through Texas Public Information Act requests filed June 10, 2026, with supplemental productions received June 22 and June 25, 2026, and cross-checked against the City of Texarkana's own publicly posted council agenda and minutes. All facts are sourced to specific produced documents; where a claim could not be independently verified against a primary source, it has been narrowed or removed. Methodological note: this article is authored by a journalist and independent researcher, not an attorney. Nothing herein constitutes legal advice.

II. PROCUREMENT AND CONTRACTING HISTORY

A. The Grant Authorization and the Contract

In July 2022, the Texarkana City Council voted to apply for a state grant to fund license plate readers. That is all they voted on — a grant application. They did not vote on any vendor. They did not vote on Flock Safety. They did not authorize any contract.

Four months later, in November 2022, Chief of Police Kevin Schutte signed a contract with Flock Safety for eight cameras — \$25,250 in year one, \$21,500 annually after that. He signed it as an administrative action, without bringing it to council, without a public vote, and without public notice.

The cameras went live June 1, 2023. They operated for six months before the council voted on anything related to Flock Safety. When the council finally did vote — December 11, 2023 — it was on a five-year renewal. The first contract was never voted on at all.

THE DOCUMENT SAYS — Resolution 2022-072, July 11, 2022:

The resolution authorized the MVCPA grant application only. No resolution authorizing the original Flock Safety contract exists in the produced records. The contract was signed by Chief Schutte on November 2, 2022 via DocuSign — without a preceding council vote.

THE CITY'S RESPONSE — David Orr, City Manager, written response to pre-publication notice:

The City states that Chief Schutte had authority to execute the contract without a separate council vote on two grounds: (1) Resolution 2022-072 designated Schutte as the City's "Authorized Official" to execute documents necessary to accept and administer the MVCPA grant, and (2) under the Texas Local Government Code threshold in effect at the time, purchases below \$50,000 did not require separate council approval (a threshold since raised to \$100,000). The City's position is that the original purchase was legally authorized on this basis. This investigation's finding — that no resolution specifically authorized a vendor, a contract, or the contract's terms — is not disputed by the City's response; the City's position is that no such specific authorization was legally required.

COUNCIL MEMBER JAY DAVIS'S RESPONSE (Mayor Pro Tem, Ward 6), written response dated July 9, 2026:

Council Member Davis offers the same two grounds as the City Manager — the Council-Manager form of government's \$50,000 threshold and Chief Schutte's authorization to execute the grant documentation — and states that “characterizing this standard administrative procedure as a ‘lack of council authorization’ is procedurally inaccurate.” As with the City Manager's response, this does not dispute that no resolution named Flock Safety, the vendor contract, or its specific terms; the disagreement is over whether such a resolution was legally required, not over whether one exists in the produced record.

A-2. The Data-Sharing Obligation Predates the Vendor

The city's July 11, 2022 grant application packet for the Texas Motor Vehicle Crime Prevention Authority (MVCPA) Grant — which funded the system's first year, before Flock Safety was ever selected as vendor — contains a standing condition attached to the state funding itself, not to any private contract: “The grantee is required to ensure that any opportunity to share intelligence provided by the purchase or lease of Automatic License Plate Reader (ALPR) assets under this grant is afforded if opportunity is provided by vendor/product to share read data with other law enforcement agencies.”

In practical terms, the state's own grant program made network data-sharing a condition of accepting the money, months before any vendor was chosen and more than a year before council ever voted on a contract of any kind. From a public choice perspective, this is a textbook example of how surveillance infrastructure expands through the ordinary machinery of government grant conditions rather than through any single deliberate decision any identifiable official can be held to account for: no one at any single meeting voted to authorize 800-plus outside organizations' access to Texarkana's camera data. The authorization accreted through a state boilerplate grant clause, an administrative contract signature, and a consent-agenda renewal vote — each individually defensible, none of them individually subject to the kind of public deliberation the aggregate outcome would warrant. The state, not merely the vendor, built the on-ramp for this system's opacity.

B. The Purchasing Exemption

Texarkana's own purchasing rules require quotes from at least three vendors for purchases between \$3,000 and \$49,999. To skip that process, you file a purchasing exemption form before you make the purchase, with an approved legal justification.

The Purchasing Exemption Form for the Flock Safety contract is dated November 15, 2022. The contract was signed November 2, 2022. The exemption was filed thirteen days after the contract was already signed.

The form itself documents that Captain Michael Henry contacted all three vendors known to supply this equipment — Flock, ELSAG (a Leonardo company), and Vigilant (Motorola) — and received competing quotes from two of them: Flock at \$25,250 for the first year and \$21,500 annually after that, and ELSAG at \$29,280 per year. Two calls and emails to Vigilant went unanswered. Henry checked the box for “available from only one source,” citing Flock's existing partnership with Axon, the vendor already supplying the department's in-car cameras, as the basis for treating Flock as the sole viable option despite ELSAG's competing quote. The Finance Department approval signature — required to authorize the exemption — appears blank on the produced form.

FINDING — Purchasing Exemption Form, dated November 15, 2022:

Filed 13 days after the contract was signed November 2, 2022. Sole-source justification cites Flock's integration with the department's existing Axon in-car camera system, despite a competing quote received from ELSAG. Purchasing Approval signature line appears blank.

C. The Renewal Vote: What Council Actually Received

When the council voted to approve the five-year, \$141,950 renewal on December 11, 2023, the staff briefing packet — obtained through TPIA production and confirmed against the city's own publicly posted agenda and

minutes — consisted of a six-sentence executive summary, a resolution, an Order Form, and a Goals & Perspectives form. It did not include the underlying Government Agency Agreement — the document containing the actual legal terms governing data rights, hardware ownership, and termination.

The Order Form's only reference to those terms is a hyperlink on its signature page, directing the reader to Flock's Terms of Service webpage. The substantive contract language — the Aggregated Data license, the \$500-per-camera removal fee triggered by Agency-initiated termination for convenience, the 24-month auto-renewal provision, Flock's unilateral platform-upgrade authority — does not appear anywhere in the packet council actually voted on. The Order Form's feature table lists "State Network," "Nationwide Network," and "Direct Share" as line items, without naming a single participating agency. The packet's Public Information Plan shows every notice option unchecked except "None Required."

This is the complete official record of what was presented to council before the vote. If additional information was provided to the mayor or council members outside this packet, it was not entered into the record.

THE CITY'S RESPONSE — David Orr, City Manager, written response to pre-publication notice:

The City disputes any characterization that the Council acted on a one-page summary alone, stating the packet totaled approximately 13 pages: a six-page resolution, a one-page staff briefing, a one-page Goals and Perspectives form, and "the five page Flock Safety agreement, including pricing, billing schedule, product descriptions, software features, and the terms incorporated by reference." The City further notes Texas law does not require agenda packets to include contracts or supporting materials at all, and states the City's practice of publishing them exceeds that statutory minimum. Read closely, the City's own description of the "five page Flock Safety agreement" — pricing, billing schedule, product descriptions, software features, and terms "incorporated by reference" — matches what this investigation identified as the Order Form (Exhibit A), not the Government Agency Agreement containing the specific data-rights, termination, and survival provisions discussed above; "incorporated by reference" is the City's own description of the hyperlink-based incorporation this investigation found. The dispute accordingly centers less on which document was in the packet than on how it should be characterized; readers can review the produced packet materials directly and reach their own conclusion.

COUNCIL MEMBER JAY DAVIS'S RESPONSE (Mayor Pro Tem, Ward 6), written response dated July 9, 2026:

Council Member Davis's response contains two different characterizations of the same packet. Responding to whether the Council received more than the one-page briefing, he states the packet "contained the full contract text." Responding to a separate question about the data license, he states that "the specific text governing master terms and conditions was not printed out within the council's physical agenda packets, as it was incorporated by reference via an external hyperlink on the signature page of the official Order Form" — which matches this investigation's finding. The documents produced to this investigation under the Texas Public Information Act contain only the Order Form described above; the Government Agency Agreement itself was not among the materials produced as part of this packet.

ADDITIONAL CLAIMS IN COUNCIL MEMBER DAVIS'S RESPONSE — NOT FOUND IN PRODUCED RECORDS:

Council Member Davis's response states that his vote was informed by “months of continuous operational and financial tracking,” “regular administrative reporting channels” monitoring the program since June 2023, a review confirming the system's 30-day data retention standard and that it does not photograph vehicle occupants, and a specific figure of “nearly 70,000 unique plate reads” logged “within its first days of operation alone.” None of these reporting channels, tracking records, or figures were identified among the documents produced to this investigation under the Texas Public Information Act. This investigation can neither confirm nor dispute Council Member Davis's account of his own review process or the cited figures; they are presented here as his personal characterization, not as documented fact.

The December 11, 2023 council meeting minutes confirm that Resolution 2023-161 was placed on the consent agenda — a batch vote on multiple items passed simultaneously with a single motion and a single unanimous vote, by design without discussion. The \$141,950 five-year surveillance contract, with its Aggregated Data license and 24-month auto-renewal, was voted through in the same motion as a baseball field scoreboard purchase and a bond fund ordinance. The vote was recorded at 6:14 p.m. Mover: Mary Hart, Ward 2. Seconder: Jean Matlock, Ward 1. There is no recorded discussion of the Flock Safety contract anywhere in the minutes.

THE CITY'S RESPONSE — David Orr, City Manager, written response to pre-publication notice:

The City states Resolution 2023-161 was placed on the consent agenda “because it was considered a contract renewal and expansion of an existing public safety program,” citing documented public safety benefits during the system's first six months, and notes that consent items are voted on in open public meetings and that “any member of the City Council may request that an item be removed from the consent agenda for separate discussion.” The City does not dispute that no council member did so, or that no discussion of the contract appears in the minutes.

III. THE CONTRACT: DATA RIGHTS, CORRECTED

A. The Aggregated Data License and Its Limits (Sections 4.2 and 4.5)

The contract says Texarkana, not Flock, owns the raw data your license plate generates. Section 4.2 of the Government Agency Agreement states plainly that “all right, title and interest in the Agency Data belong to and are retained solely by Agency,” and that “Flock does not own and shall not sell Agency Data.”

But further into the same contract, Flock has the right to take that data, strip out whatever it decides counts as personally identifying information under its own internal standards, and turn it into what the contract calls “Aggregated Data.” Once it does, Flock keeps a permanent, worldwide right to use and distribute that aggregated version forever — including after the city cancels the contract — including to train its own AI systems.

No outside party verifies that the anonymization actually works. No independent audit of the process appears in any document the city has produced. Flock alone determines what “commercially available standards” are sufficient to irreversibly de-identify a dataset built from license plates, vehicle attributes, GPS coordinates, and timestamps — the same category of data the U.S. Supreme Court's June 2026 ruling in *Chatrpie v. United States* recognized as capable of revealing a detailed portrait of a person's movements. And that right to keep using the aggregated data survives even if Texarkana walks away from Flock Safety entirely: Section 6.5 of the contract lists Section 4 in its entirety among the provisions that survive termination.

THE CONTRACT SAYS — Section 4.5, Government Agency Agreement:

“Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data.”

Correction note: An earlier draft of this reporting characterized this license as applying to raw, individually identifiable citizen movement data. On review of the full contract text — prompted in part by the City's written response to this investigation's pre-publication notice — that characterization has been corrected. The perpetual, irrevocable license in Sections 4.2 and 4.5 is explicitly scoped to 'Aggregated Data,' defined in Section 1.5 as data from which personal identifying information has been anonymized by Flock's own internal standards. The city retains title to the raw Agency Data, and the contract states Flock does not own or sell it. The substantive accountability concern — a self-certified anonymization standard, with no independent audit, attached to a perpetual and terminate-proof license — remains and is documented above.

COUNCIL MEMBER JAY DAVIS'S RESPONSE (Mayor Pro Tem, Ward 6), written response dated July 9, 2026:

Council Member Davis does not dispute the contract's terms. He offers a policy position: that “driving takes place on public roadways where a driver cannot expect absolute privacy from legitimate law enforcement verification,” and that the technology serves that verification purpose. This is a values-based argument about whether the license should concern the public, not a factual challenge to what the contract says. Separately, asked whether he was aware of the 24-month auto-renewal provision and its approximately \$56,000 additional exposure, Davis states he was aware, that the terms were “listed right at the top of Exhibit A... within our agenda packet,” and characterizes auto-renewal clauses as routine for technology infrastructure contracts — consistent with what this investigation found in the Order Form.

B. The Transparency Portal

This investigation reviewed the Flock Safety Transparency Portal at transparency.flocksafety.com/texarkana-tx-pd — a page built, hosted, and maintained by Flock Safety, not by the City of Texarkana or TTPD — and confirmed its content against the underlying contract. The portal's statement that data “is owned by [the agency] and is never sold to 3rd parties” is consistent with Section 4.2 of the Government Agency Agreement, which confirms the city retains title to Agency Data and that Flock does not own or sell it. On this specific point, the portal and the contract agree.

What the portal does not disclose is Section 4.5's grant to Flock of a perpetual, worldwide right to use and distribute an anonymized “Aggregated Data” product derived from that same information — including for training machine learning algorithms — a right that survives contract termination and whose anonymization standard is set unilaterally by Flock. Nor does the portal contain the individual officer query logs, search timestamps, or audit findings this investigation sought; it is a general public information page, not an operational audit trail. The city's offer of the portal as a substitute for the organizational audit logs remains inadequate on that basis alone.

The portal is also not internally consistent on its own terms. As of its stated update date of July 8, 2026, the portal reports 247 searches conducted in the prior 30 days. But the portal's own downloadable “Public Search Audit” file — the mechanism by which the public is meant to independently verify that figure — contains 298 search records covering May 26 through June 24, 2026, a period ending two weeks before the portal's own stated update date. The summary statistic and the underlying data offered as its support do not correspond to the same time period and do not reconcile.

Both issues originate in Flock's own product, not in any TTPD policy, recordkeeping, or conduct. They are documented here because the portal is likely to be cited — by Flock, by the city, or by readers — as evidence that meaningful oversight of this system exists. On its own terms, the tool does not reliably describe its own data, and its silence on the Aggregated Data license leaves an incomplete picture of what the contract actually grants Flock. This is a separate and distinct problem from the substantive gaps in TTPD's General Order 7.40.1 documented

elsewhere in this report — the department's search-authorization and audit-provision deficiencies stand on their own regardless of what Flock's marketing portal does or doesn't get right.

C. Governance Gaps

The department's governing policy for the Flock system — General Order 7.40.1, written eight days before the cameras went live — contains exactly one sentence about audits: “All logins and transactions will be logged into the ALPR system and will be audited to ensure proper use.” No frequency. No auditor named. No reporting chain. No definition of proper use. No consequence for misuse. In over three years of operation, no audit records have been produced or documented.

General Order 7.40.1 states that ALPR data “will not be sold, transferred, or otherwise distributed to any non-law enforcement entities, except in the pursuit of an investigation.” Flock Safety is a private technology company, not a law enforcement entity. The contract grants Flock the right to “collect, analyze, and anonymize” city data and to use and distribute the resulting Aggregated Data for its own commercial offerings and AI training. The department's own written policy does not clearly account for this arrangement, and this investigation found no document reconciling the two.

THE CITY'S RESPONSE — David Orr, City Manager, written response to pre-publication notice:

On the audit provision, the City states that the absence of produced audit records does not establish that no audits occurred, noting that other requestors' prior requests for the same category of “audit log” material were the subject of Attorney General rulings (OR2025-023610 and OR2026-008625) authorizing the City to withhold that material, and that a comparable referral covering this investigation's request is pending. The City states the Police Department “is reviewing its documentation practices and compliance with departmental policy” and will implement enhancements “if warranted.” The City's response does not identify any specific audit review, of any frequency, conducted by any named auditor, at any point since deployment; it argues only that the absence of a produced record does not prove the absence of a review. On the policy-contract conflict, the City states that General Order 7.40.1 governs department use of the data and that the Aggregated Data provisions, which the City characterizes as privacy-protective anonymization requirements, do not conflict with legitimate law enforcement purposes, and that the City is reviewing the referenced contract language with legal counsel.

IV. THE JUNE 25, 2026 PRODUCTIONS

A. The Shared Networks List

A document produced by the city on June 25, 2026 — the Shared Networks List — identifies over 800 organizations spanning 21 or more states with access to data collected by Texarkana's cameras. The list includes private corporations with no law enforcement function — Lowe's Corporation and FedEx Air Carrier PD — federal entities including the US Postal Inspection Service and the Tennessee Valley Authority Police, the Texas Department of Criminal Justice, more than a dozen state law enforcement agencies, intelligence fusion centers, and dozens of drug task forces.

The official record of the December 11, 2023 council packet — the sole documented basis for the renewal vote — contains no itemized list of participating agencies, only abstract product-feature references to “State Network,” “Nationwide Network,” and “Direct Share.” No accounting of the scale or identity of outside-agency access appears anywhere in that record.

THE CITY'S RESPONSE — David Orr, City Manager, written response to pre-publication notice:

Asked which agencies have Direct Share access, the City pointed to the Flock-operated Transparency Portal, which lists example agencies under a “Sharing Network Data With” heading, including the Texas Department of Public Safety, the Texas Department of Transportation, and the Texarkana, Arkansas Police Department. The City’s response names these examples but does not provide, or dispute the absence of, an itemized accounting of the 800-plus organizations across 21-plus states identified in the Shared Networks List, nor does it address whether that full scope was disclosed to council before the renewal vote.

One entry stands out for a different reason. The 47th District Attorney’s Office — serving Armstrong, Potter, and Randall Counties in the Texas Panhandle, more than 350 miles from Texarkana — appears on the list with its entire network entry reading simply “DO NOT USE,” rather than an actual network name. No other agency-level entry on the list carries a bare “DO NOT USE” designation in place of a network name. The city has not explained what that designation means, why it was applied, or when.

B. The User List and Audit Log Referrals

A second document produced June 25, 2026 — the User List — identifies 87 named individuals who have held Flock Safety accounts with TTPD since deployment, including Chief Kevin Schutte and Captain Michael Henry. One name, Rayveun Blakely, appears twice, suggesting a possible duplicate account.

General Order 7.40.1 restricts system access to sworn personnel and the department’s Crime Analyst only. Whether all 87 accounts meet that standard cannot be confirmed; employee identification and role information has been requested and remains pending.

The internal audit logs that would show what each of those 87 users actually searched have been withheld from public view. The Texas Attorney General’s Office has ruled twice, in response to two other requestors, that this category of log may be withheld under Section 552.108(b)(1). A third referral covering this investigation’s request — Tracking ID OR26034075 — was filed with the AG’s Open Records Division on July 2, 2026 and remains pending.

C. Training Materials

The city has confirmed it possesses zero internal training materials, user manuals, or instructional documents for the Flock Safety system. All officer training is conducted through a password-protected online portal hosted and controlled by Flock Safety, not the city. Flock Safety was notified of this request and is expected to assert proprietary claims before the Attorney General under Sections 552.110 and 552.1101; that referral, bundled with the camera-locations item under Tracking ID OR26034086, was filed July 2, 2026 and remains pending.

V. UNRESOLVED QUESTIONS

- Why was the purchasing exemption filed thirteen days after the contract was already signed?
- Why has the audit provision in the ALPR policy never been implemented in over three years of operation — and if audits have in fact taken place, why are they not documented and shared as part of the public record?
- Why do Lowe’s Corporation and FedEx have access to citizen movement data from Texarkana’s cameras?
- Are all 87 Flock account holders sworn personnel as required by General Order 7.40.1?
- What independent verification exists that Flock’s anonymization of Aggregated Data actually de-identifies the individuals in it?
- Why do the Transparency Portal’s own summary statistics not match its own downloadable audit data?

VI. CONCLUSION

This article has presented documentary evidence of a surveillance system deployed without a council vote on its original contract, procured through an exemption process filed after the contract was already signed, renewed on the basis of a packet that omitted the governing contract itself, and operated under a policy whose audit provision has never been documented as implemented. The system's Aggregated Data license — corrected here to reflect its actual contractual scope — nonetheless rests on an anonymization standard Flock alone controls, unverified by any independent audit located in the record, and surviving termination of the relationship entirely. Supplemental productions have revealed that the system shares data, in some form, with over 800 organizations across 21 or more states, none of which were itemized for the council that approved the renewal. Three Attorney General referrals are pending. The investigation continues.

APPENDIX A — TIMELINE

Jul 11, 2022	Council passes Resolution 2022-072 — MVCPA grant application only. Does NOT authorize any vendor contract.
Nov 2, 2022	Chief Schutte signs original Flock Services Agreement WITHOUT council vote. 8 cameras. Year 1: \$25,250.
Nov 15, 2022	Henry files Purchasing Exemption Form — 13 days after contract signed. Sole-source justification cites Axon integration; ELSAG's competing quote was not selected.
May 24, 2023	General Order 7.40.1 written — 8 days before cameras go live.
Jun 1, 2023	8 cameras go live under a contract the council never voted on.
Dec 11, 2023	Resolution 2023-161 — \$141,950 five-year renewal — placed on consent agenda. Packet contained a six-sentence summary and an Order Form with a hyperlink to Flock's terms, not the underlying contract.
Dec 19-20, 2023	City Manager Orr and Flock GC Mark Smith execute five-year renewal. 11 cameras, \$28,000/yr, 24-month auto-renewal.
Jun 10, 2026	TPIA requests filed by Brandon Cowan / Liberty Ledger Media.
Jun 22, 2026	Partial production received; several items confirmed as no responsive records.
Jun 25, 2026	Pre-publication notices sent. Vaughn produces User List and Shared Networks List.
Jun 29, 2026	City confirms zero internal training materials exist; offers Transparency Portal in lieu of audit logs.
Jul 2, 2026	AG referrals filed: OR26034075 (audit logs), OR26034086 (camera locations & training materials). City Manager Orr responds to pre-publication notice.

APPENDIX B — SUMMARY OF KEY FINDINGS (CORRECTED)

1	Aggregated Data License, Self-Certified	Flock retains a perpetual, irrevocable license under Sec. 4.2/4.5 to use and distribute an anonymized 'Aggregated Data' product derived from Texarkana's camera data, including for AI training. The anonymization standard is set unilaterally by Flock; no independent audit was located. This license survives contract termination under Sec. 6.5. The city, not Flock, retains title to the raw data.
2	Post-Hoc Purchasing Exemption	PEF filed November 15, 2022 — 13 days after contract signed November 2, 2022.
3	Sole-Source Justification Despite a Competing Quote	Henry's PEF documents contact with all three known vendors; Flock and ELSAG both quoted. Henry checked 'available from only one source,' citing Flock's integration with the department's existing Axon in-car camera system as the basis, despite ELSAG's competing quote.

4	No Council Vote on Original Contract	Council voted on a grant application (July 2022) and a renewal (December 2023). The original November 2022 contract was never voted on.
5	Six Months of Unauthorized Operation	8 cameras operated June–December 2023 under a contract the council never voted on.
6	Camera Count Doubled Without Itemized Authorization	Renewal expanded from 8 to 11 cameras; Resolution 2023-161 authorized a dollar amount, not a camera count.
7	Policy Written Reactively	General Order 7.40.1 written 8 days before deployment, roughly 7 months after contract signing.
8	Audit Provision Never Implemented	Policy mandates audits. No audit records have been produced in over three years of operation.
9	Council Packet Lacked the Contract Itself	Council committed \$141,950 based on a six-sentence summary and an Order Form containing only a hyperlink to Flock's Terms of Service — not the Government Agency Agreement.
10	Shared Networks List — 800+ Organizations	Produced June 25, 2026: 800+ organizations across 21+ states have access to Texarkana's camera data. No itemized accounting of this scope appears in the council's voting record.
11	Vendor Controls TPIA Response for Its Own Materials	Contract places Flock in control of asserting exceptions to disclosure over its own proprietary materials under Sec. 4.1.3.
12	Deployment Plan Not Produced	Camera locations undisclosed; an AG referral (OR26034086) on this item is pending.
13	Vendor Outreach: Two Competing Quotes, One Non-Response	Documented outreach reached all three known vendors; Flock and ELSAG responded with competing quotes, and two emails to Vigilant went unanswered.
14	DHS Watchlist Integration Referenced in Policy	GO 7.40.1 references DHS watchlist integration; no federal sharing records were produced (confirmed: none exist).
15	Statewide DPS Database Participation Mandatory	Every plate read enters the statewide DPS database, governed by DPS policy, not TTPD policy.
16	Policy Disclaimer	Both General Orders explicitly disclaim creating civil liability or third-party rights for citizens.
17	24-Month Auto-Renewal Not in Council Packet	The \$56,000 contingent auto-renewal obligation does not appear in the packet council voted on.
18	Consent Agenda — No Deliberation	Resolution 2023-161 was placed on the consent agenda and passed unanimously at 6:14 p.m. with no recorded discussion.
19	User List — 87 Accounts	87 named individuals have held Flock Safety accounts with TTPD since deployment, including Chief Schutte and Captain Henry. Audit logs withheld by the AG twice; a third referral (OR26034075) is pending.
20	No Internal Training Materials	City confirmed zero internal training documents exist; training is conducted through a Flock-controlled vendor portal.
21	Transparency Portal Accurate on Ownership, Silent on Aggregated Data	The portal's 'never sold to 3rd parties' claim is consistent with Sec. 4.2. It does not disclose the Aggregated Data license in Sec. 4.5, nor does it contain audit-log-equivalent detail.

APPENDIX C — KEY CONTRACT CLAUSE EXTRACTS

Section 1.5 — Aggregated Data (Definition)

“Information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently 'anonymized' by commercially available standards to irreversibly alter data in such a way that a data subject... can no longer be identified directly or indirectly.”

Section 4.2 — Agency Data Ownership

“As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency.... Flock does not own and shall not sell Agency Data.”

Section 4.2 — Aggregated Data License

“...a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data...”

Section 4.5 — Aggregated Data Rights

“Flock shall have the right to collect, analyze, and anonymize Agency Data... to create Aggregated Data... including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data... Flock does not sell Aggregated Data.”

Section 6.5 — Survival

Section 4 (Confidentiality; Agency Data) survives termination of the Agreement in its entirety.

Section 4.1.3 — TPIA Cost-Shifting for Flock's Own Materials

Flock, not the city, prepares and funds the city's AG submission when a records request implicates Flock's proprietary interests.

Section 6.2 — Termination Fee

Termination for convenience by the Agency results in a \$500 per-camera removal fee; termination for convenience by Flock does not.

Section 2.8.1 — Camera Placement Discretion

“Flock shall have final discretion on location of Flock Hardware.” The same section also provides that Flock “may consider input from Agency” and will “collaborate with Agency to design the Deployment Plan” before exercising that discretion.

Section 2.12 — Unilateral Platform Upgrades

Flock may make platform upgrades “in its sole discretion.”

General Order 7.40.1, Sec. 4D(5) — Audit Provision

“All logins and transactions will be logged into the ALPR system and will be audited to ensure proper use.”

ABOUT THE AUTHOR AND THIS INVESTIGATION

Brandon Cowan is the founder of Liberty Ledger Media, a technology-enabled government accountability journalism platform covering four jurisdictions in the Texarkana area, and DeFlock Texarkana, a community advocacy group with nearly 2,000 members focused on surveillance accountability. He is a Navy veteran and lifelong Texarkana resident. This investigation was conducted independently using public records obtained under the Texas Public Information Act. No external funding was received.

Where power leaves a paper trail, we're following it.