

DEFLOCKILM

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29 August 2026

North Carolina Security Systems Licensing Board

(formerly the Alarm Systems Licensing Board)

Attn: Director / Board Investigator

3101 Industrial Drive, Suite 104

Raleigh, North Carolina 27609

Re: Complaint against Axon Enterprise, Inc. for unlicensed security-systems activity in North Carolina — N.C.G.S. Chapter 74D

Dear Director and Members of the Board:

This letter is a formal complaint under N.C.G.S. Chapter 74D against Axon Enterprise, Inc. (“Axon”), a Delaware corporation headquartered in Scottsdale, Arizona. Public records establish that Axon installs, services, and monitors automated license plate recognition cameras and camera-integration systems for North Carolina law-enforcement agencies — across at least eight jurisdictions — while holding no license under Chapter 74D.

I. The Governing Statute — N.C.G.S. Chapter 74D

North Carolina regulates the sale, installation, service, and monitoring of security and surveillance systems under Chapter 74D, the Security Systems Licensing Act (renamed from the Alarm Systems Licensing Act by S.L. 2025-51, effective October 1, 2025). The Act is administered by this Board.

Section 74D-2(a) prohibits any person or entity from engaging in a “security systems business” without a license. Section 74D-2(a)(2) defines that business to include anyone who *“installs, services, monitors, or responds to ... cameras, analytic capturing devices, systems providing intelligence or other imaging devices used to detect or observe burglary, breaking or entering, intrusion, shoplifting, pilferage, theft, or other unauthorized or illegal activity.”* The 2025 amendment broadened this language expressly to reach “analytic capturing devices,” “systems providing intelligence,” and “other ... illegal activity” — terms that squarely describe automated license plate recognition (“ALPR”) and video-analytics platforms.

The test is conduct, not nomenclature. The question is not whether a device is labeled an “alarm,” but whether the respondent installs, services,

or monitors cameras or analytic devices used to detect illegal activity. An ALPR camera that captures plates and alerts law enforcement to vehicles connected to criminal investigations is such a device.

Remote monitoring is separately covered. Section 74D-2(h) now requires a separate limited monitoring license for any entity that “remotely monitors access control, cameras, analytic capturing devices, systems providing intelligence, or other imaging devices.”

The exemptions do not apply. Section 74D-3(a)(1) exempts a pure seller or manufacturer only where it does not make on-site solicitations regarding specific placements and does not install, service, or monitor at the protected premises. Section 74D-3(a)(3) exempts installation “on property owned by or leased to the installer” — an exemption that protects a customer who self-installs on its own property, but that a commercial vendor performing installation or service for others cannot claim.

Board authority and consequences. Section 74D-5(a)(3) authorizes the Board to investigate suspected violations and to issue written cease-and-desist orders. Section 74D-11 makes unlicensed activity a Class 1 misdemeanor and authorizes a civil penalty of up to \$2,000 per violation. Sections 74D-11(f) and 74D-14 render the sale, installation, or service of a security system by an unlicensed entity void and unenforceable, and an unfair and deceptive trade practice under Chapter 75.

Binding precedent. In *N.C. Alarm Systems Licensing Board v. Flock Safety, Inc.* (Wake County Superior Court, No. 23CV003667-910), the court found that a networked camera/ALPR vendor had operated unlicensed for years and enjoined it from installing or maintaining camera systems except through a licensed third party. The same statute and the same reasoning apply here.

II. Axon Is Not Licensed

Axon holds no license under Chapter 74D. The Board confirmed in writing, by email dated 28 August 2026 from Director Paul Sherwin, that Axon is “not licensed, no records on file.” Because the activity described below is licensable and, upon information and belief, Axon performed it without a license, each act is a violation of § 74D-2.

III. Axon’s Documented, Licensable Activity in North Carolina — A Statewide Pattern

Axon’s unlicensed security-systems activity in North Carolina is not isolated. It spans at least eight jurisdictions and two categories of licensable conduct:

- (1) installing and servicing automated license plate recognition cameras, and
- (2) operating camera-integration and monitoring platforms.

A. Axon Fleet ALPR — installation and service across North Carolina.

Asheville Police Department. Public records produced by the City of Asheville show that Axon sold, deployed, and maintains its Axon Fleet 3 ALPR system for the Asheville Police Department. Fleet 3 captures license plates and vehicle data and generates real-time alerts. Axon does not merely ship hardware: its own quotations bill a separate line item, “FLEET 3 DEPLOYMENT (PER VEHICLE)” (item 73391, \$1,600 per vehicle), for physically installing the cameras, documented across purchase orders from 2023 through 2025.

Iredell County Sheriff’s Office. On June 3, 2025, the Iredell County Board of Commissioners approved a five-year Axon service agreement for twenty-six in-car camera systems with ALPR (Axon Fleet 3), with a contract start date of August 1, 2025. Axon “switched to” its system in 2024. The Axon quote again bills a separate installation line — “AXON FLEET 3 - DEPLOYMENT” (\$3,000 per oversized vehicle, item 101282).

Town of Duck Police Department. Duck Police Department Policy 425 (effective July 31, 2026) governs the Town’s use of “fixed and mobile automatic license plate readers,” operated through the Axon Fleet Dashboard and Axon Automatic License Plate Recognition, with officers trained via the Axon Academy ALPR course.

Axon itself performs the installation. Axon’s standard Master Services and Purchasing Agreement (Version 23, March 2025) confirms that Axon — not the agency — performs the work: its Professional Services Appendix provides that Axon delivers “up to four (4) consecutive days of on-site service” and performs steps “before installation of ... Axon Devices.” Because Axon physically installs and services ALPR cameras used to detect illegal activity, the § 74D-3(a)(1) seller exemption and the § 74D-3(a)(3) self-installation exemption do not apply.

B. Axon Outpost — fixed ALPR marketed and contracted in North Carolina.

The Brevard Police Department has proposed a three-camera fixed ALPR system using “Axon Outpost, Axon’s fixed ALPR camera system,” pending before the Brevard City Council on September 8, 2026, under the standard Axon agreement. While that installation is not yet consummated, it further

establishes that Axon actively markets and contracts to install fixed ALPR cameras in North Carolina.

C. Axon Fusus — camera-integration and monitoring platforms across North Carolina.

Axon operates “Connect” platforms, built on its Fusus technology, that integrate private cameras into law-enforcement real-time monitoring in at least four North Carolina jurisdictions: Connect New Hanover (New Hanover County Sheriff’s Office), ConnectRaleigh (Raleigh Police Department, continued under a ten-year, \$1.6 million-per-year Axon contract authorized in February 2026), Connect Guilford County (Guilford County Sheriff’s Office), and Connect Greensboro (Greensboro Police Department). Each uses a plug-in “Axon FususCORE” device to pull private camera feeds into an agency-monitored platform.

In New Hanover County alone, the program’s public website reports that the platform maps 2,147 registered private cameras and has integrated 716 for direct live-feed access, feeding a real-time crime center that (per the Sheriff’s privacy FAQ) “utilizes artificial intelligence to rapidly search video.” Operating these platforms is “monitoring” of cameras and systems providing intelligence under § 74D-2(a)(2), and a limited-monitoring activity under § 74D-2(h). That a private business owner may physically seat a CORE device on its own premises does not exempt Axon: the § 74D-3(a)(3) exemption belongs to the property owner, not to the vendor that supplies, provisions, and monitors the integrated system.

D. New Hanover County’s own procurement confirms the requirement.

The New Hanover County Sheriff’s Office 2024 Request for Proposals for twenty License Plate Readers and eight PTZ cameras — all required, upon information and belief, to integrate with the Axon Fusus platform — stated: “Proposers must be licensed in accordance with NCGS 74D-2.” Addendum 1 confirmed that “[t]he license is required prior to performing the work.” The County itself thus acknowledged that this category of ALPR, camera, and Fusus work requires a Chapter 74D license. Complainant does not allege that Axon was the winning proposer on this solicitation; the Request for Proposals is cited solely for the County’s acknowledgment that this category of work requires licensure.

Timing. Axon’s documented ALPR installations in North Carolina date to at least December 2023 (Asheville) and continue through 2026, and its Fusus

monitoring platforms remain in active operation. Each unlicensed installation, service, and monitoring activity is a separate, continuing violation.

IV. Anticipated Defenses

Axon may contend, as Flock Safety did, that it is a public-safety technology company rather than a security-systems business. The Wake County Superior Court rejected that argument. What triggers the statute is the intended use of the cameras to detect illegal activity and the vendor's physical installation, service, or monitoring — all of which Axon's own invoices, contracts, and the agencies' own platforms document. This complaint concerns Axon's ALPR and camera-integration/monitoring systems; it does not turn on ordinary body-worn or in-car evidence cameras.

V. Relief Requested

Complainant respectfully requests that the Board:

- **Open an investigation** into Axon's unlicensed security-systems activity in North Carolina under N.C.G.S. § 74D-5(a)(3);
- **Issue a written cease-and-desist order** directing Axon to stop installing, servicing, and monitoring ALPR and camera systems in North Carolina until properly licensed;
- **Assess civil penalties** of up to \$2,000 per violation under N.C.G.S. § 74D-11(d), each unlicensed installation, service, and monitoring activity being a separate violation;
- **Notify the affected North Carolina agencies** that contracts for unlicensed work are void and unenforceable under §§ 74D-11(f) and 74D-14; and
- **Refer the matter** to the Secretary of Public Safety and, as appropriate, for prosecution under § 74D-11(b).

VI. Exhibits

- Exhibit A — Asheville Police Department Axon Fleet 3 ALPR quotations and purchase orders (2023-2025), including the "FLEET 3 DEPLOYMENT (PER VEHICLE)" installation line.
- Exhibit B — Iredell County Board of Commissioners agenda item (June 3, 2025) approving a five-year Axon Fleet 3 ALPR service agreement, including the "AXON FLEET 3 - DEPLOYMENT" installation line.

- Exhibit C — Town of Duck Police Department Policy 425, Use of Automatic License Plate Recognition Technology (Axon Fleet ALPR), effective July 31, 2026.
- Exhibit D — Brevard Police Department proposed Axon Outpost fixed ALPR program (program page and draft ALPR policy), pending before the Brevard City Council, September 8, 2026.
- Exhibit E — Axon Fusus “Connect” camera-integration and monitoring program pages: Connect New Hanover, ConnectRaleigh, Connect Guilford County, and Connect Greensboro.
- Exhibit F — New Hanover County Sheriff’s Office 2024 Request for Proposals for PTZ Cameras and License Plate Readers, and Addendum 1 (“Proposers must be licensed in accordance with NCGS 74D-2”; “the license is required prior to performing the work”).
- Exhibit G — NC Security Systems Licensing Board correspondence (Director Paul Sherwin, August 28, 2026) confirming that Axon is “not licensed, no records on file.”

Respectfully submitted,

/s/ Mark Spencer Williams
Mark Spencer Williams
o/b/o DeFlockILM.org
105 N 6th Street
Wilmington, NC 28401

EXHIBIT A

Asheville Police Department — Axon Fleet 3 ALPR quotes & POs
(2023–2025),
incl. “FLEET 3 DEPLOYMENT (PER VEHICLE)”



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-516014-45274.805AS

Issued: 12/14/2023

Quote Expiration: 12/29/2023

Estimated Contract Start Date: 02/15/2024

Account Number: 110000

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Asheville Police Dept. - NC 100 Court Plz Asheville, NC 28801-3508 USA	Asheville Police Dept. - NC PO box 7148 ASHEVILLE NC 28802-7148 USA Email:	Andrea Swann Phone: Email: aswann@axon.com Fax:	Janice Hawkins Phone: 828-251-4075 Email: jhawkins@ashevillenc.gov Fax: (860) 378-1605

Contract City of Charlotte CCPA Contract 2022000665 is incorporated by reference into the terms and conditions of this Agreement.

Quote Summary

Program Length	84 Months
TOTAL COST	\$235,049.40
ESTIMATED TOTAL W/ TAX	\$242,311.08

Discount Summary

Average Savings Per Year	\$9,012.64
TOTAL SAVINGS	\$63,088.50

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$122,497.08	\$7,261.68	\$129,758.76
Jan 2025	\$18,758.72	\$0.00	\$18,758.72
Jan 2026	\$18,758.72	\$0.00	\$18,758.72

Payment Summary

Date	Subtotal	Tax	Total
Jan 2027	\$18,758.72	\$0.00	\$18,758.72
Jan 2028	\$18,758.72	\$0.00	\$18,758.72
Jan 2029	\$18,758.72	\$0.00	\$18,758.72
Jan 2030	\$18,758.72	\$0.00	\$18,758.72
Total	\$235,049.40	\$7,261.68	\$242,311.08

Quote List Price:
Quote Subtotal:

\$298,137.90
\$235,049.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Fleet 3 Advanced								
70112	AXON SIGNAL UNIT		15	\$279.00	\$279.00	\$4,185.00	\$292.95	\$4,477.95
73391	FLEET 3 DEPLOYMENT (PER VEHICLE)		15	\$1,600.00	\$618.93	\$9,283.95	\$649.88	\$9,933.83
80402	RESPOND DEVICE LICENSE - FLEET 3	60m	15	\$976.20	\$998.79	\$14,981.85	\$0.00	\$14,981.85
80400	FLEET, VEHICLE LICENSE	60m	15	\$1,302.00	\$1,332.14	\$19,982.10	\$0.00	\$19,982.10
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	60m	15	\$3,840.60	\$1,382.42	\$20,736.30	\$0.00	\$20,736.30
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	60m	30	\$1,106.40	\$1,132.01	\$33,960.30	\$0.00	\$33,960.30
72036	FLEET 3 STANDARD 2 CAMERA KIT		15	\$2,695.00	\$2,695.00	\$40,425.00	\$2,829.75	\$43,254.75
80379	EXT WARRANTY, AXON SIGNAL UNIT	49m	15	\$62.72	\$64.17	\$962.55	\$67.38	\$1,029.93
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	49m	15	\$467.46	\$478.28	\$7,174.20	\$502.19	\$7,676.39
Individual Items								
80379	EXT WARRANTY, AXON SIGNAL UNIT	24m	15	\$29.28	\$27.68	\$415.20	\$29.06	\$444.26
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	24m	15	\$219.36	\$205.88	\$3,088.20	\$216.17	\$3,304.37
80400	FLEET, VEHICLE LICENSE	24m	15	\$489.60	\$293.81	\$4,407.15	\$0.00	\$4,407.15
80402	RESPOND DEVICE LICENSE - FLEET 3	24m	15	\$367.20	\$344.93	\$5,173.95	\$0.00	\$5,173.95
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24m	30	\$416.16	\$390.83	\$11,724.90	\$0.00	\$11,724.90
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24m	15	\$1,444.32	\$1,356.30	\$20,344.50	\$0.00	\$20,344.50
72040	FLEET REFRESH, 2 CAMERA KIT		15	\$3,058.00	\$2,546.95	\$38,204.25	\$2,674.30	\$40,878.55
Total						\$235,049.40	\$7,261.68	\$242,311.08

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	15	01/15/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	15	01/15/2024
A la Carte	72040	FLEET REFRESH, 2 CAMERA KIT	15	01/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	15	02/15/2024	02/14/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	02/15/2024	02/14/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	15	02/15/2024	02/14/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	02/15/2024	02/14/2029
A la Carte	80400	FLEET, VEHICLE LICENSE	15	02/15/2029	02/14/2031
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	02/15/2029	02/14/2031
A la Carte	80402	RESPOND DEVICE LICENSE - FLEET 3	15	02/15/2029	02/14/2031
A la Carte	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	02/15/2029	02/14/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	15

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	15	01/15/2025	02/14/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	15	01/15/2025	02/14/2029
A la Carte	80379	EXT WARRANTY, AXON SIGNAL UNIT	15	02/15/2029	02/14/2031
A la Carte	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	15	02/15/2029	02/14/2031

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville - Year 1	80400	FLEET, VEHICLE LICENSE	15	\$2,854.59	\$0.00	\$2,854.59
Asheville - Year 1	80400	FLEET, VEHICLE LICENSE	15	\$629.59	\$0.00	\$629.59
Asheville - Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,962.33	\$0.00	\$2,962.33
Asheville - Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,906.36	\$0.00	\$2,906.36
Asheville - Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,140.26	\$0.00	\$2,140.26
Asheville - Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$739.14	\$0.00	\$739.14
Asheville - Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$4,851.47	\$0.00	\$4,851.47
Asheville - Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$1,674.99	\$0.00	\$1,674.99
Year 1 - Fleet	70112	AXON SIGNAL UNIT	15	\$4,185.00	\$292.95	\$4,477.95
Year 1 - Fleet	72036	FLEET 3 STANDARD 2 CAMERA KIT	15	\$40,425.00	\$2,829.75	\$43,254.75
Year 1 - Fleet	72040	FLEET REFRESH, 2 CAMERA KIT	15	\$38,204.25	\$2,674.30	\$40,878.55
Year 1 - Fleet	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	15	\$9,283.95	\$649.88	\$9,933.83
Year 1 - Fleet	80379	EXT WARRANTY, AXON SIGNAL UNIT	15	\$962.55	\$67.38	\$1,029.93
Year 1 - Fleet	80379	EXT WARRANTY, AXON SIGNAL UNIT	15	\$415.20	\$29.06	\$444.26
Year 1 - Fleet	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	15	\$7,174.20	\$502.19	\$7,676.39
Year 1 - Fleet	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	15	\$3,088.20	\$216.17	\$3,304.37
Total				\$122,497.08	\$7,261.68	\$129,758.76

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville - Year 2	80400	FLEET, VEHICLE LICENSE	15	\$2,854.59	\$0.00	\$2,854.59
Asheville - Year 2	80400	FLEET, VEHICLE LICENSE	15	\$629.59	\$0.00	\$629.59
Asheville - Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,962.33	\$0.00	\$2,962.33
Asheville - Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,906.36	\$0.00	\$2,906.36
Asheville - Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,140.26	\$0.00	\$2,140.26
Asheville - Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$739.14	\$0.00	\$739.14
Asheville - Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$4,851.46	\$0.00	\$4,851.46
Asheville - Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$1,674.99	\$0.00	\$1,674.99
Total				\$18,758.72	\$0.00	\$18,758.72

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville - Year 3	80400	FLEET, VEHICLE LICENSE	15	\$2,854.59	\$0.00	\$2,854.59
Asheville - Year 3	80400	FLEET, VEHICLE LICENSE	15	\$629.59	\$0.00	\$629.59
Asheville - Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,962.33	\$0.00	\$2,962.33
Asheville - Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,906.36	\$0.00	\$2,906.36
Asheville - Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,140.26	\$0.00	\$2,140.26
Asheville - Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$739.14	\$0.00	\$739.14
Asheville - Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$4,851.46	\$0.00	\$4,851.46
Asheville - Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$1,674.99	\$0.00	\$1,674.99
Total				\$18,758.72	\$0.00	\$18,758.72

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville - Year 4	80400	FLEET, VEHICLE LICENSE	15	\$2,854.59	\$0.00	\$2,854.59
Asheville - Year 4	80400	FLEET, VEHICLE LICENSE	15	\$629.59	\$0.00	\$629.59
Asheville - Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,962.33	\$0.00	\$2,962.33
Asheville - Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,906.36	\$0.00	\$2,906.36
Asheville - Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,140.26	\$0.00	\$2,140.26
Asheville - Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$739.14	\$0.00	\$739.14
Asheville - Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$4,851.46	\$0.00	\$4,851.46
Asheville - Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$1,674.99	\$0.00	\$1,674.99
Total				\$18,758.72	\$0.00	\$18,758.72

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville - Year 5	80400	FLEET, VEHICLE LICENSE	15	\$2,854.59	\$0.00	\$2,854.59
Asheville - Year 5	80400	FLEET, VEHICLE LICENSE	15	\$629.59	\$0.00	\$629.59
Asheville - Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,962.33	\$0.00	\$2,962.33
Asheville - Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,906.36	\$0.00	\$2,906.36
Asheville - Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,140.26	\$0.00	\$2,140.26
Asheville - Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$739.14	\$0.00	\$739.14
Asheville - Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$4,851.46	\$0.00	\$4,851.46
Asheville - Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$1,674.99	\$0.00	\$1,674.99
Total				\$18,758.72	\$0.00	\$18,758.72

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville - Year 6	80400	FLEET, VEHICLE LICENSE	15	\$2,854.59	\$0.00	\$2,854.59
Asheville - Year 6	80400	FLEET, VEHICLE LICENSE	15	\$629.59	\$0.00	\$629.59
Asheville - Year 6	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,962.33	\$0.00	\$2,962.33
Asheville - Year 6	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,906.36	\$0.00	\$2,906.36
Asheville - Year 6	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,140.26	\$0.00	\$2,140.26
Asheville - Year 6	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$739.14	\$0.00	\$739.14
Asheville - Year 6	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$4,851.46	\$0.00	\$4,851.46
Asheville - Year 6	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$1,674.99	\$0.00	\$1,674.99
Total				\$18,758.72	\$0.00	\$18,758.72

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville - Year 7	80400	FLEET, VEHICLE LICENSE	15	\$2,854.59	\$0.00	\$2,854.59
Asheville - Year 7	80400	FLEET, VEHICLE LICENSE	15	\$629.59	\$0.00	\$629.59
Asheville - Year 7	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,962.33	\$0.00	\$2,962.33
Asheville - Year 7	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	15	\$2,906.36	\$0.00	\$2,906.36
Asheville - Year 7	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,140.26	\$0.00	\$2,140.26
Asheville - Year 7	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$739.14	\$0.00	\$739.14
Asheville - Year 7	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$4,851.46	\$0.00	\$4,851.46
Asheville - Year 7	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	\$1,674.99	\$0.00	\$1,674.99

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$18,758.72	\$0.00	\$18,758.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract City of Charlotte CCPA Contract 2022000665 is incorporated by reference into the terms and conditions of this Agreement.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement, which is incorporated under the CCPA Agreement, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Dale D. Capbell

Signature

12/29/2023

Date Signed

12/14/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Asheville Police Dept. the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22400538 - 00**

Delivery must be made within doors of specified destination.

Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
917 574 7594		480-999-6155		24645	AXON FLEET-NOV. 2023
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
12/21/2023	6818		FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

AXON FLEET VEHICLE - January 2024

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

FLEET 3 FOR 15 NEW VEHICLES
Q-516014-45274.805AS
(PAGE 5 ON QUOTE)

Per Charlotte Cooperative Purchasing Alliance COOP (CCPA) Contract 2022000665.

This contract is incorporated by reference into the terms and conditions of this Purchase Order.

CITY OF ASHEVILLE REFERENCE
#COOP 1619-24

SCOPE OF WORK:

- 1) Provide fifteen (15) new Fleet
3 cameras for up fitting newly purchased vehicles
- 2) Provide service and support for fifteen (15) new Fleet 3 cameras for the seven years of the vehicle life prior to it being dead lined under the Asheville Police Department's current vehicle replacement plan.
- 3) Provide unlimited storage for all recorded video on Evidence.com

CONTINUED ON
NEXT PAGE



CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

PHONE
(828) 259-5950
EMAIL
purchasing@ashevillenc.gov

ORIGINAL Purchase Order

Fiscal Year 2024

Page: 2 of 12

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NOTES					

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND THE CITY OF ASHEVILLE HEREAFTER REFERRED TO AS 'AGENCY'.

INTRODUCTION

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Asheville Police Dept. . the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

PURPOSE AND INTENT

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW CONTAINS THE ENTIRE AGREEMENT BETWEEN BOTH PARTIES.

There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

ACCEPTANCE

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement.

If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW,

AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature.

**CONTINUED ON
NEXT PAGE**



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NOTES					

If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

FORCE MAJEURE

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

SCHEDULE CHANGE

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

AXON FLEET DELIVERABLES

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

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12/21/2023	6818		FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

SECURITY CLEARANCE AND ACCESS

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

TRAINING

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

LOCAL COMPUTER

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

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NOTES					

NETWORK

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

CRADLEPOINT ROUTER

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

EVIDENCE.COM

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.



THE CITY OF
ASHEVILLE

CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

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ORIGINAL Purchase Order

Fiscal Year 2024

Page: 6 of 12

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12/21/2023	6818		FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

WIRELESS UPLOAD SYSTEM

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

PREPAREDNESS:

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

EXISTING MOBILE VIDEO CAMERA SYSTEM ROMOVAL:

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

CONTINUED ON
NEXT PAGE



CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

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ORIGINAL Purchase Order

Fiscal Year 2024

Page: 7 of 12

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12/21/2023	6818		FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

MAJOR COMPONENTS:

will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

IN-CAR HARDWARE/SOFTWARE DELIVER AND INSTALLATION:

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process.

If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

**CONTINUED ON
NEXT PAGE**



**THE CITY OF
ASHEVILLE**

CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

PHONE
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ORIGINAL Purchase Order

Fiscal Year 2024

Page: 8 of 12

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17800 N. 85TH STREET
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NOTES					

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

E-VERIFY & INVOICES

E-Verify Employer Compliance: Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program and can be accessed via this link: <http://www.uscis.gov/e-verify/employers>.

*****INVOICES*****

INVOICES: Submit all invoices to Accounts Payable per the 'bill to' address on the front of this purchase order. Invoices may also be emailed to: apayable@ashevillenc.gov

Please invoice tax on a separate line. The City of Asheville is not tax exempt. Tax only where applicable.

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	FLEET VEHICLE JANUARY 2024	1.0	EACH	\$122,497.08	\$122,497.08

**CONTINUED ON
NEXT PAGE**



THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22400538 - 00**

Delivery must be made within doors of specified destination.

Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
917 574 7594		480-999-6155		24645		AXON FLEET-NOV. 2023	
DATE ORDERED		VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
12/21/2023		6818		FOB DESTINATION		POLICE ADMINISTRATION DIVISION	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
	APD CHARGES:\$ 18,758.73 FLEET CHARGES:\$103,738.35 TOTAL: \$122,497.08						
	FLEET VEHICLE JANUARY 2-24						
	ASHEVILLE APD CHARGES						
	INVOICE PLAN: Asheville -Year1 ITEM:80400 DESCRIPTION:FLEET, VEHICLE LICENSE QTY:15 SUBTOTAL:\$2,854.59						
	INVOICE PLAN: Asheville-Year 1 ITEM:80400 DESCRIPTION:FLEET, VEHICLE LICENSE QTY:15 SUBTOTAL:\$629.59						
	INVOICE PLAN: Asheville- Year1 ITEM:80401 DESCRIPTON:FLEET 3, ALPR LICENSE,1 CAMERA QTY:15 SUBTOTAL:\$2,962.33						
	INVOICE PLAN: Asheville-Year 1 ITEM:80401 DESCRIPTION:FLEET 3, ALPR LICENSE,1 CAMERA QTY:15 SUBTOTAL:\$2,906.36						
	INVOICE PLAN: Asheville-Year1 ITEM:80402 DESCRIPTION:RESPOND DEVICE LICENSE- FLEET 3 QTY:15 SUBTOTAL:\$2,140.26						
	INVOICE PLAN: Asheville-Year 1 ITEM:80402						

CONTINUED ON
NEXT PAGE



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Purchase Order # **22400538 - 00**

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Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

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CITY OF ASHEVILLE
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VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
917 574 7594		480-999-6155		24645		AXON FLEET-NOV. 2023			
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
12/21/2023		6818				FOB DESTINATION		POLICE ADMINISTRATION DIVISION	
ITEM #		DESCRIPTION / PART #				QTY	UOM	UNIT PRICE	EXTENDED PRICE
		DESCRIPTION:RESPOND DEVICE LICENSE- FLEET 3 QTY:15 SUBTOTAL:\$739.14							
		INVOICE PLAN: Asheville-Year 1 ITEM:80410 DESCRIPTION:FLEET, UNLIMITED STORAGE,1 CAMERA QTY:30 SUBTOTAL:\$4,851.47							
		INVOICE PLAN: Asheville-Year 1 ITEM:80410 DESCRIPTIONS:FLEET UNLIMITED STORAGE,1 CAMERA QTY:30 SUBTOTAL:\$1,674.99							
		APD CHARGES: TOTAL: \$18,758.73							
		FLEET CHARGES: INVOICE PLAN:							
		Year1 - Fleet ITEM:70112 DESCRIPTION:AXON SIGNAL UNIT QTY:15 SUBTOTAL:\$4,185.00 TAX Where Applicable							
		INVOICE PLAN: Year1- Fleet ITEM: 72036 DESCRIPTION:FLEET 3 STANDARD 2 CAMERA KIT QTY:15 SUBTOTAL:\$40,425.00 TAX Where Applicable							
		INVOICE PLAN: Year 1- Fleet ITEM:72040							

CONTINUED ON
NEXT PAGE



THECITYOF
ASHEVILLE

CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

PHONE
(828) 259-5950
EMAIL
purchasing@ashevillenc.gov

ORIGINAL Purchase Order

Fiscal Year 2024

Page: 11 of 12

THIS NUMBER MUST APPEAR ON ALL INVOICES,
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Purchase Order # **22400538 - 00**

Delivery must be made within doors of specified destination.

Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
917 574 7594		480-999-6155		24645		AXON FLEET-NOV. 2023			
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
12/21/2023		6818				FOB DESTINATION		POLICE ADMINISTRATION DIVISION	
ITEM #		DESCRIPTION / PART #				QTY	UOM	UNIT PRICE	EXTENDED PRICE
	DESCRIPTION:FLEET REFRESH,2 CAMERA KIT QTY:15 SUBTOTAL:\$38,204.25 TAX Where Applicable								
	INVOICE PLAN: Year 1- Fleet ITEM:73391 DESCRIPTION:FLEET 3 DEPLOYMENT (PER VEHICLE) QTY:15 SUBTOTAL:\$9,283.95 TAX Where Applicable								
	INVOICE PLAN: Year1- Fleet ITEM: 80379 DESCRIPTION:EXT WARRANTY, AXON SIGNAL UNIT QTY:15 SUBTOTAL:\$962.55 TAX Where Applicable								
	INVOICE PLAN: Year 1- Fleet ITEM:80379 DESCRIPTION:EXT WARRANTY, AXON SIGNAL UNIT QTY:15 SUBTOTAL:\$415.20 TAX Where Applicable								
	INVOICE PLAN: Year 1 - Fleet ITEM: 80495 DESCRIPTION:EXT WARRANTY, FLEET 3,2 CAMERA KIT QTY:15 SUBTOTAL:\$7,174.20 TAX Where Applicable								
	INVOICE PLAN: Year 1 - Fleet ITEM:80495 DESCRIPTION:EXT WARRANTY, FLEET 3,2 CAMERA KIT								

CONTINUED ON
NEXT PAGE



Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

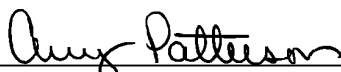
Purchase Order # **22400538 - 00**

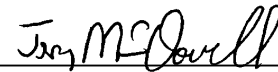
Delivery must be made within doors of specified destination.

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
917 574 7594		480-999-6155		24645		AXON FLEET-NOV. 2023	
DATE ORDERED		VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
12/21/2023		6818		FOB DESTINATION		POLICE ADMINISTRATION DIVISION	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
	QTY:15						
	SUBTOTAL:\$3,088.20						
	TAX Where Applicable						
	FLEET TOTAL - \$103,738.35						
	APD TOTAL:\$18,758.73						
	FLEET TOTAL: \$103,738.35						
	TOTAL CHARGE:\$122,497.08						
	GL Account: 11000122 - 528001					\$18,758.73	
	GL Account: 41000122 - 614101 - G2301					\$103,738.35	


Purchasing Manager


Chief Financial Officer

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Vendor Copy

Total Ext. Price \$122,497.08

Purchase Order Total **\$122,497.08**

CITY OF ASHEVILLE

PURCHASE ORDER TERMS, CONDITIONS AND INSTRUCTIONS

1. The specified item(s) shall be delivered F.O.B. to Asheville, North Carolina according to the address stated on the Purchase Order unless stated otherwise. The City will not accept collect shipments. The risk of loss and damage to goods identified in this order shall remain with the seller until the goods are delivered to the destination set out in the order and accepted by the City. Rejected materials will be returned to the vendor at the vendor's risk and expense.
2. The conditions of this order are not to be modified by any verbal understanding. Any changes must be addressed in a purchase order change order approved by the Purchasing Manager or their designee.
3. Failure to Deliver-In the event of the vendor's failure to deliver or perform as and when specified, the City reserves the right to cancel this order, or any part thereof.
4. The City reserves the right to cancel or otherwise rescind this purchase order.
5. Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on the order, attached to, referred to, incorporated by reference and made a part hereof as fully and to the same extent as if copied at length herein.
6. Right of Inspection and Rejection-Apparatus, equipment, supplies and services supplied by the vendor shall be received subject to the City's inspection and acceptance within a reasonable time after delivery, notwithstanding prior payment. If specifications, warranties or performance requirements are not met, product may be returned at the vendor's expense and all payments shall be refunded.
7. E-Verify Vendor Compliance: The vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Failure of the vendor or their sub-contractors to comply with this provision, relevant to this purchase order, could render this purchase order void under NC Law.
8. Indemnification:
 - In the event any article, services or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits or judgments on account of the user or sale of such article or the use of such service or process in violation of rights under such patent, copyright or application of either.
 - The vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the vendor's negligent performance or nonperformance of the terms of the contract.
9. Taxes:
 - State/Local-Applicable North Carolina Sales and Use Taxes are to be added as a separate item on the invoice. The City is not tax exempt.
 - Federal-The City is exempt from Federal Excise Taxes.
 - Purchases for resale are covered by resale exemption No. 901-1-011-12821
10. Invoices: All invoices must reference the purchase order number and match the lines on the purchase order. Standard payment terms Net 30.
11. Submit Invoices to: apayable@ashevillenc.gov or the mailing address on the face of the purchase order.



THE CITY OF
ASHEVILLE

CITY OF ASHEVILLE
PO Box 7148
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PHONE
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EMAIL
purchasing@ashevillenc.gov

ORIGINAL Purchase Order

Fiscal Year 2025

Page: 1 of 3

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22500958 - 00**

Delivery must be made within doors of specified destination.

Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
917 574 7594		480-999-6155		26882	AXON FLEET - JANUARY 2025
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
02/10/2025	6818		DEST. PREPAID		POLICE ADMINISTRATION DIVISION
NOTES					

AXON FLEET VEHICLE - JANUARY 2025

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

AXON FLEET 3 RENEWAL (15) - 2025

QUOTE:Q-516014-45274.805AS

YEAR 2 OF 5

COVERAGE TERM: 01/2025 - 01/2026

INV #INUS315286

YEAR 1 OF 5 PROCESSED VIA PO 22400538

Per Charlotte Cooperative Purchasing Alliance COOP (CCPA) Contract 2022000665.

The CCPA contract is incorporated by reference into the terms and conditions of this Purchase Order.

CITY OF ASHEVILLE REFERENCE #COOP 1619-24

*

-TV

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NEXT PAGE



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Purchase Order # **22500958 - 00**

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Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

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17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

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CITY OF ASHEVILLE
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ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
917 574 7594		480-999-6155		26882	AXON FLEET - JANUARY 2025
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
02/10/2025	6818		DEST. PREPAID		POLICE ADMINISTRATION DIVISION
NOTES					

E-VERIFY & INVOICES

E-Verify Employer Compliance: Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program and can be accessed via this link: <https://www.e-verify.gov/>

*****INVOICES*****

INVOICES: Submit all invoices to Accounts Payable per the 'bill to' address on the front of this purchase order. Invoices may also be emailed to: apayable@ashevillenc.gov

Please invoice tax on a separate line. The City of Asheville is not tax exempt.

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	FLEET VEHICLE JANUARY 2025 JAN 2025 INVOICE PLAN: ITEM: 80400 DESCRIPTION: AXON EVIDENCE - FLEET VEHICLE LICENSE QTY: 15 \$2,854.59 ITEM: 80400 DESCRIPTION: AXON EVIDENCE - FLEET VEHICLE LICENSE QTY: 15 \$629.59 ITEM: 80401 DESCRIPTION: AXON FLEET 3 - ALPR LICENSE - 1 CAMERA QTY: 15 \$2,962.33	1.0	EACH	\$18,758.72	\$18,758.72

CONTINUED ON
NEXT PAGE



THE CITY OF
ASHEVILLE

CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

PHONE
(828) 259-5950
EMAIL
purchasing@ashevillenc.gov

ORIGINAL Purchase Order

Fiscal Year 2025

Page: 3 of 3

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Vendor

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Ship To

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100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
917 574 7594		480-999-6155		26882		AXON FLEET - JANUARY 2025	
DATE ORDERED		VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
02/10/2025		6818		DEST. PREPAID		POLICE ADMINISTRATION DIVISION	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
	ITEM: 80401 DESCRIPTION: AXON FLEET 3 - ALPR LICENSE - 1 CAMERA QTY: 15 \$2,906.36						
	ITEM: 80402 DESCRIPTION: AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTR QTY: 15 \$2,140.26						
	ITEM: 80402 DESCRIPTION: AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTR QTY: 15 \$739.14						
	ITEM: 80410 DESCRIPTION: AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED QTY: 30 \$4,851.46						
	ITEM: 80410 DESCRIPTION: AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED QTY: 30 \$1,674.99						
	GL Account: 11000122 - 528001						\$18,758.72

Purchasing Manager

Chief Financial Officer

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Vendor Copy

Total Ext. Price

\$18,758.72

Purchase Order Total

\$18,758.72

CITY OF ASHEVILLE

PURCHASE ORDER TERMS, CONDITIONS AND INSTRUCTIONS

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4. The City reserves the right to cancel or otherwise rescind this purchase order.
5. Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on the order, attached to, referred to, incorporated by reference and made a part hereof as fully and to the same extent as if copied at length herein.
6. Right of Inspection and Rejection-Apparatus, equipment, supplies and services supplied by the vendor shall be received subject to the City's inspection and acceptance within a reasonable time after delivery, notwithstanding prior payment. If specifications, warranties or performance requirements are not met, product may be returned at the vendor's expense and all payments shall be refunded.
7. E-Verify Vendor Compliance: The vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Failure of the vendor or their sub-contractors to comply with this provision, relevant to this purchase order, could render this purchase order void under NC Law.
8. Indemnification:
 - In the event any article, services or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits or judgments on account of the user or sale of such article or the use of such service or process in violation of rights under such patent, copyright or application of either.
 - The vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the vendor's negligent performance or nonperformance of the terms of the contract.
9. Taxes:
 - State/Local-Applicable North Carolina Sales and Use Taxes are to be added as a separate item on the invoice. The City is not tax exempt.
 - Federal-The City is exempt from Federal Excise Taxes.
 - Purchases for resale are covered by resale exemption No. 901-1-011-12821
10. Invoices: All invoices must reference the purchase order number and match the lines on the purchase order. Standard payment terms Net 30.
11. Submit Invoices to: apayable@ashevillenc.gov or the mailing address on the face of the purchase order.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-538613-45852AS

Issued: 07/14/2025

Quote Expiration: 09/01/2025

Estimated Contract Start Date: 11/15/2025

Account Number: 110000

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Asheville Police Dept. - NC 100 Court Plz Asheville, NC 28801-3508 USA	Asheville Police Dept. - NC PO box 7148 ASHEVILLE NC 28802-7148 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Andrea Swann Phone: Email: aswann@axon.com Fax:	Janice Hawkins Phone: (828) 251-4075 Email: jhawkins@ashevillenc.gov Fax: (860) 378-1605

Contract City of Charlotte CCPA Contract 2022000665 is incorporated by reference into the terms and conditions of this Agreement.

Quote Summary

Program Length	63 Months
TOTAL COST	\$12,701.85
ESTIMATED TOTAL W/ TAX	\$12,995.30

Discount Summary

Average Savings Per Year	\$550.80
TOTAL SAVINGS	\$2,891.72

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$3,687.10	\$158.81	\$3,845.91
Jan 2026	\$1,802.95	\$26.92	\$1,829.87
Jan 2027	\$1,802.95	\$26.92	\$1,829.87
Jan 2028	\$1,802.95	\$26.92	\$1,829.87
Jan 2029	\$1,802.95	\$26.92	\$1,829.87
Jan 2030	\$1,802.95	\$26.96	\$1,829.91
Total	\$12,701.85	\$293.45	\$12,995.30

Quote Unbundled Price:	\$15,593.85
Quote List Price:	\$16,028.85
Quote Subtotal:	\$12,701.85

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	1	60	\$251.65	\$258.90	\$203.45	\$12,207.00	\$286.29	\$12,493.29
A la Carte Hardware									
71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	4			\$18.60	\$18.60	\$74.40	\$5.20	\$79.60
A la Carte Software									
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	3		\$15.60	\$15.60	\$46.80	\$0.00	\$46.80
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	3		\$20.80	\$20.80	\$62.40	\$0.00	\$62.40
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	3		\$17.70	\$17.70	\$106.20	\$0.00	\$106.20
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	3		\$59.00	\$59.00	\$177.00	\$0.00	\$177.00
A la Carte Warranties									
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	3		\$9.35	\$9.35	\$28.05	\$1.96	\$30.01
Total							\$12,701.85	\$293.45	\$12,995.30

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	1		10/15/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1		10/15/2025
A la Carte	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	4		10/15/2025
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1		10/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	11/15/2025	11/14/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	11/15/2025	11/14/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	11/15/2025	11/14/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	11/15/2025	11/14/2030
A la Carte	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	11/15/2030	02/14/2031
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	11/15/2030	02/14/2031
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	11/15/2030	02/14/2031
A la Carte	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	11/15/2030	02/14/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	10/15/2026	11/14/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	10/15/2026	11/14/2030
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	11/15/2030	02/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
	100 Court Plz	Asheville	NC	28801-3508	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-Term To Year 2	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	\$10.40	\$0.00	\$10.40
Co-Term To Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	\$29.50	\$0.00	\$29.50
Co-Term To Year 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$7.80	\$0.00	\$7.80
Co-Term To Year 2	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	\$17.70	\$0.00	\$17.70
Co-Term To Year 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$4.68	\$0.33	\$5.01
Co-Term To Year 2	Fleet3A	Fleet 3 Advanced	1	\$1,732.89	\$26.60	\$1,759.49
Upfront HW	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	4	\$74.40	\$5.20	\$79.60
Upfront HW	Fleet3A	Fleet 3 Advanced	1	\$1,809.73	\$126.68	\$1,936.41
Total				\$3,687.10	\$158.81	\$3,845.91

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	\$10.40	\$0.00	\$10.40
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	\$29.50	\$0.00	\$29.50
Year 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$7.80	\$0.00	\$7.80
Year 3	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	\$17.70	\$0.00	\$17.70
Year 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$4.67	\$0.33	\$5.00
Year 3	Fleet3A	Fleet 3 Advanced	1	\$1,732.88	\$26.59	\$1,759.47
Total				\$1,802.95	\$26.92	\$1,829.87

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	\$10.40	\$0.00	\$10.40
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	\$29.50	\$0.00	\$29.50
Year 4	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$7.80	\$0.00	\$7.80
Year 4	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	\$17.70	\$0.00	\$17.70
Year 4	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$4.67	\$0.33	\$5.00
Year 4	Fleet3A	Fleet 3 Advanced	1	\$1,732.88	\$26.59	\$1,759.47
Total				\$1,802.95	\$26.92	\$1,829.87

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	\$10.40	\$0.00	\$10.40
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	\$29.50	\$0.00	\$29.50
Year 5	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$7.80	\$0.00	\$7.80
Year 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	\$17.70	\$0.00	\$17.70
Year 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$4.67	\$0.33	\$5.00
Year 5	Fleet3A	Fleet 3 Advanced	1	\$1,732.88	\$26.59	\$1,759.47
Total				\$1,802.95	\$26.92	\$1,829.87

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	\$10.40	\$0.00	\$10.40
Year 6	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	\$29.50	\$0.00	\$29.50
Year 6	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$7.80	\$0.00	\$7.80
Year 6	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	\$17.70	\$0.00	\$17.70
Year 6	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$4.67	\$0.33	\$5.00
Year 6	Fleet3A	Fleet 3 Advanced	1	\$1,732.88	\$26.59	\$1,759.47
Total				\$1,802.95	\$26.92	\$1,829.87

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	\$10.40	\$0.00	\$10.40
Year 7	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	\$29.50	\$0.00	\$29.50
Year 7	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$7.80	\$0.00	\$7.80
Year 7	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	\$17.70	\$0.00	\$17.70
Year 7	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$4.67	\$0.31	\$4.98
Year 7	Fleet3A	Fleet 3 Advanced	1	\$1,732.88	\$26.65	\$1,759.53
Total				\$1,802.95	\$26.96	\$1,829.91

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract City of Charlotte CCPA Contract 2022000665 is incorporated by reference into the terms and conditions of this Agreement.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement which is incorporated under the CCPA agreement, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/14/2025



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Asheville Police Dept. - NC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-638339-45908AS

Issued: 09/08/2025

Quote Expiration: 11/01/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 110000

Payment Terms: N30

Delivery Method:

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Asheville Police Dept. - NC 100 Court Plz Asheville, NC 28801-3508 USA	Asheville Police Dept. - NC PO box 7148 ASHEVILLE NC 28802-7148 USA Email:	Andrea Swann Phone: Email: aswann@axon.com Fax:	Janice Hawkins Phone: (828) 251-4075 Email: jhawkins@ashevillenc.gov Fax: (860) 378-1605

Quote Summary

Program Length	84 Months
TOTAL COST	\$213,400.85
ESTIMATED TOTAL W/ TAX	\$218,966.26

Discount Summary

Average Savings Per Year	\$7,140.32
TOTAL SAVINGS	\$49,982.27

Contract City of Charlotte CCPA Contract 2022000665 is incorporated by reference into the terms and conditions of this Agreement.

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$98,633.63	\$5,565.41	\$104,199.04
Oct 2026	\$19,127.87	\$0.00	\$19,127.87
Oct 2027	\$19,127.87	\$0.00	\$19,127.87
Oct 2028	\$19,127.87	\$0.00	\$19,127.87
Oct 2029	\$19,127.87	\$0.00	\$19,127.87
Oct 2030	\$19,127.87	\$0.00	\$19,127.87
Oct 2031	\$19,127.87	\$0.00	\$19,127.87
Total	\$213,400.85	\$5,565.41	\$218,966.26

Quote List Price:
Quote Subtotal:

\$263,383.12
\$213,400.85

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Fleet 3 Advanced								
70112	AXON SIGNAL - VEHICLE		13	\$279.00	\$239.94	\$3,119.22	\$218.34	\$3,337.56
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	60m	13	\$1,015.20	\$873.06	\$11,349.78	\$0.00	\$11,349.78
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	60m	13	\$1,354.20	\$1,164.59	\$15,139.67	\$0.00	\$15,139.67
73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED		13	\$1,700.00	\$1,263.65	\$16,427.45	\$1,149.92	\$17,577.37
72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT		13	\$3,058.00	\$1,577.77	\$20,511.01	\$1,435.77	\$21,946.78
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	60m	26	\$1,152.00	\$990.70	\$25,758.20	\$0.00	\$25,758.20
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT		13	\$2,695.00	\$2,317.65	\$30,129.45	\$2,109.06	\$32,238.51
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	60m	13	\$3,840.60	\$3,302.85	\$42,937.05	\$0.00	\$42,937.05
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	49m	13	\$65.17	\$56.04	\$728.52	\$51.00	\$779.52
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	49m	13	\$487.55	\$419.28	\$5,450.64	\$381.55	\$5,832.19
Individual Items								
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	24m	13	\$30.72	\$28.57	\$371.41	\$26.00	\$397.41
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	24m	13	\$228.96	\$212.93	\$2,768.09	\$193.77	\$2,961.86
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	24m	13	\$381.84	\$355.11	\$4,616.43	\$0.00	\$4,616.43
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	24m	13	\$509.28	\$473.63	\$6,157.19	\$0.00	\$6,157.19
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	24m	26	\$433.20	\$402.88	\$10,474.88	\$0.00	\$10,474.88
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	24m	13	\$1,444.32	\$1,343.22	\$17,461.86	\$0.00	\$17,461.86
Total						\$213,400.85	\$5,565.41	\$218,966.26

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	13	1	10/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	1	10/01/2025
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	1	10/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	11/01/2025	10/31/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	11/01/2025	10/31/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	11/01/2025	10/31/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	11/01/2025	10/31/2030
A la Carte	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	11/01/2030	10/31/2032
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	11/01/2030	10/31/2032
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	11/01/2030	10/31/2032
A la Carte	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	11/01/2030	10/31/2032

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	13

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	10/01/2026	10/31/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	10/01/2026	10/31/2030
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	11/01/2030	10/31/2032
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	11/01/2030	10/31/2032

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Court Plz	Asheville	NC	28801-3508	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville PD - Year 1	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$2,162.81	\$0.00	\$2,162.81
Asheville PD - Year 1	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$879.60	\$0.00	\$879.60
Asheville PD - Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$6,133.84	\$0.00	\$6,133.84
Asheville PD - Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,494.55	\$0.00	\$2,494.55
Asheville PD - Year 1	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$1,621.40	\$0.00	\$1,621.40
Asheville PD - Year 1	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$659.49	\$0.00	\$659.49
Asheville PD - Year 1	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$3,679.74	\$0.00	\$3,679.74
Asheville PD - Year 1	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$1,496.41	\$0.00	\$1,496.41
Year 1 Fleet	70112	AXON SIGNAL - VEHICLE	13	\$3,119.22	\$218.34	\$3,337.56
Year 1 Fleet	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$30,129.45	\$2,109.06	\$32,238.51
Year 1 Fleet	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	\$20,511.01	\$1,435.77	\$21,946.78
Year 1 Fleet	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	13	\$16,427.45	\$1,149.92	\$17,577.37
Year 1 Fleet	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	\$728.52	\$51.00	\$779.52
Year 1 Fleet	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	\$371.41	\$26.00	\$397.41
Year 1 Fleet	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	\$2,768.09	\$193.77	\$2,961.86
Year 1 Fleet	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	\$5,450.64	\$381.55	\$5,832.19
Total				\$98,633.63	\$5,565.41	\$104,199.04

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville PD - Year 2	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$2,162.81	\$0.00	\$2,162.81
Asheville PD - Year 2	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$879.60	\$0.00	\$879.60
Asheville PD - Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$6,133.87	\$0.00	\$6,133.87
Asheville PD - Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,494.55	\$0.00	\$2,494.55
Asheville PD - Year 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$659.49	\$0.00	\$659.49
Asheville PD - Year 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$1,621.40	\$0.00	\$1,621.40
Asheville PD - Year 2	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$3,679.74	\$0.00	\$3,679.74
Asheville PD - Year 2	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$1,496.41	\$0.00	\$1,496.41
Total				\$19,127.87	\$0.00	\$19,127.87

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville PD - Year 3	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$879.60	\$0.00	\$879.60
Asheville PD - Year 3	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$2,162.81	\$0.00	\$2,162.81

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville PD - Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$6,133.87	\$0.00	\$6,133.87
Asheville PD - Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,494.55	\$0.00	\$2,494.55
Asheville PD - Year 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$659.49	\$0.00	\$659.49
Asheville PD - Year 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$1,621.40	\$0.00	\$1,621.40
Asheville PD - Year 3	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$1,496.41	\$0.00	\$1,496.41
Asheville PD - Year 3	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$3,679.74	\$0.00	\$3,679.74
Total				\$19,127.87	\$0.00	\$19,127.87

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville PD - Year 4	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$2,162.81	\$0.00	\$2,162.81
Asheville PD - Year 4	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$879.60	\$0.00	\$879.60
Asheville PD - Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,494.55	\$0.00	\$2,494.55
Asheville PD - Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$6,133.87	\$0.00	\$6,133.87
Asheville PD - Year 4	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$659.49	\$0.00	\$659.49
Asheville PD - Year 4	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$1,621.40	\$0.00	\$1,621.40
Asheville PD - Year 4	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$1,496.41	\$0.00	\$1,496.41
Asheville PD - Year 4	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$3,679.74	\$0.00	\$3,679.74
Total				\$19,127.87	\$0.00	\$19,127.87

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville PD - Year 5	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$2,162.81	\$0.00	\$2,162.81
Asheville PD - Year 5	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$879.60	\$0.00	\$879.60
Asheville PD - Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$6,133.87	\$0.00	\$6,133.87
Asheville PD - Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,494.55	\$0.00	\$2,494.55
Asheville PD - Year 5	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$1,621.40	\$0.00	\$1,621.40
Asheville PD - Year 5	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$659.49	\$0.00	\$659.49
Asheville PD - Year 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$3,679.74	\$0.00	\$3,679.74
Asheville PD - Year 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$1,496.41	\$0.00	\$1,496.41
Total				\$19,127.87	\$0.00	\$19,127.87

Oct 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville PD - Year 6	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$879.60	\$0.00	\$879.60
Asheville PD - Year 6	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$2,162.81	\$0.00	\$2,162.81
Asheville PD - Year 6	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,494.55	\$0.00	\$2,494.55
Asheville PD - Year 6	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$6,133.87	\$0.00	\$6,133.87
Asheville PD - Year 6	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$659.49	\$0.00	\$659.49
Asheville PD - Year 6	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$1,621.40	\$0.00	\$1,621.40
Asheville PD - Year 6	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$3,679.74	\$0.00	\$3,679.74
Asheville PD - Year 6	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$1,496.41	\$0.00	\$1,496.41
Total				\$19,127.87	\$0.00	\$19,127.87

Oct 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Asheville PD - Year 7	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$2,162.81	\$0.00	\$2,162.81
Asheville PD - Year 7	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	\$879.60	\$0.00	\$879.60
Asheville PD - Year 7	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,494.55	\$0.00	\$2,494.55
Asheville PD - Year 7	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$6,133.87	\$0.00	\$6,133.87
Asheville PD - Year 7	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$1,621.40	\$0.00	\$1,621.40
Asheville PD - Year 7	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	\$659.49	\$0.00	\$659.49
Asheville PD - Year 7	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$1,496.41	\$0.00	\$1,496.41
Asheville PD - Year 7	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	\$3,679.74	\$0.00	\$3,679.74
Total				\$19,127.87	\$0.00	\$19,127.87

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract City of Charlotte CCPA Contract 2022000665 is incorporated by reference into the terms and conditions of this Agreement. I

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement which is incorporated under the CCPA agreement, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Signature

Date Signed

9/8/2025



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Asheville Police Dept. - NC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



THECITYOF
ASHEVILLE

CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

PHONE
(828) 259-5950
EMAIL
purchasing@ashevillenc.gov

ORIGINAL Purchase Order

Fiscal Year 2026

Page: 1 of 12

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600521 - 00**

Delivery must be made within doors of specified destination.

Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
917 574 7594		480-999-6155		28650	AXON FLEET VEHICLE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
10/02/2025	6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

AXON FLEET 3 OCTOBER 2025

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

*
AXON FLEET 3 (13 VEHICLES) - OCTOBER 2025 PAYMENT

QUOTE #Q-638339-45908AS

YEAR 1 OF 7

SEVEN (7) YEAR COVERAGE TERM: 11/1/2025 - 10/31/2032

*
PER Charlotte Cooperative Purchasing Alliance (CCPA) CONTRACT #2022000665; EXPIRES 2/14/2027

*
The CCPA contract is incorporated by reference into the terms and conditions of this Purchase Order.

*
CITY OF ASHEVILLE REFERENCE #COOP 1929-26

*
-TV

CONTINUED ON
NEXT PAGE



CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

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ORIGINAL Purchase Order

Fiscal Year 2026

Page: 2 of 12

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CITY OF ASHEVILLE
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917 574 7594		480-999-6155		28650	AXON FLEET VEHICLE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
10/02/2025	6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction:

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Asheville Police Dept. - NC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent:

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

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Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

**CONTINUED ON
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Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

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POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
917 574 7594		480-999-6155		28650	AXON FLEET VEHICLE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
10/02/2025	6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

Force Majeure:

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change:

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables:

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access:

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Training:

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

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ORIGINAL Purchase Order

Fiscal Year 2026

Page: 4 of 12

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Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
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DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
10/02/2025	6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

Local Computer:

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Network:

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router:

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com:

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System:

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

**CONTINUED ON
NEXT PAGE**



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ORIGINAL Purchase Order

Fiscal Year 2026

Page: 5 of 12

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PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
917 574 7594		480-999-6155		28650	AXON FLEET VEHICLE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
10/02/2025	6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

VEHICLE INSTALLATION

Preparedness:

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal:

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

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**THIS NUMBER MUST APPEAR ON ALL INVOICES,
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Purchase Order # **22600521 - 00**

Delivery must be made within doors of specified destination.

Bill To

ACCOUNTS PAYABLE
CITY OF ASHEVILLE
PO BOX 7148
ASHEVILLE, NC 28802

Vendor

AXON ENTERPRISE INC
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Ship To

POLICE ADMIN., MAIN FLOOR
CITY OF ASHEVILLE
100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
917 574 7594		480-999-6155		28650	AXON FLEET VEHICLE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
10/02/2025	6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

In-Car Hardware/Software Delivery and Installation:

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correction of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each component, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

NO ADDITIONAL TERMS AND CONDITIONS APPLY.

**CONTINUED ON
NEXT PAGE**



THE CITY OF
ASHEVILLE

CITY OF ASHEVILLE
PO Box 7148
Asheville, NC 28802

PHONE
(828) 259-5950
EMAIL
purchasing@ashevillenc.gov

ORIGINAL Purchase Order

Fiscal Year 2026

Page: 7 of 12

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Vendor

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SCOTTSDALE, AZ 85255

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100 COURT PLZ MUNICIPAL BLDG
ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
917 574 7594		480-999-6155		28650	AXON FLEET VEHICLE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
10/02/2025	6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION
NOTES					

E-VERIFY & INVOICES

E-Verify Employer Compliance: Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program and can be accessed via this link: <https://www.e-verify.gov/>

*****INVOICES*****

INVOICES: Submit all invoices to Accounts Payable per the 'bill to' address on the front of this purchase order. Invoices may also be emailed to: apayable@ashevillenc.gov

Please invoice tax on a separate line. The City of Asheville is not tax exempt.

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	FLEET 3 VEHICLE OCTOBER 2025 13 VEHICLES YEAR 1 OF 7 PAYMENT APD CHARGE \$19,127.87 FLEET CHARGE \$79,505.76 TOTAL CHARGE \$98,633.63 *** YEAR 1 OF 7 AS FOLLOWS: 80400 Axon Evidence - Fleet Vehicle License (60 Month) APD QTY: 13 VEHICLES UNIT PRICE: \$19.41 EXTENDED PRICE: \$252.20 TERM: 60 MONTHS SUBTOTAL: \$15,139.80 DIVIDED BY 7 YEARS: \$2,162.83 QUOTE PRICE: \$2,162.81	1.0	EACH	\$98,633.63	\$98,633.63

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NEXT PAGE



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ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
917 574 7594		480-999-6155		28650		AXON FLEET VEHICLE	
DATE ORDERED		VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
10/02/2025		6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
	80400 Axon Evidence - Fleet Vehicle License (24 Month) APD QTY: 13 UNIT PRICE: \$19.73 EXTENDED PRICE: \$256.49 TERM: 24 MONTHS SUBTOTAL: \$6,155.76 DIVIDED BY 7 YEARS: \$879.39 QUOTE PRICE: \$879.60						
	80401 Axon Fleet 3 - ALPR License - 1 Camera (60 Month) APD QTY: 13 UNIT PRICE: \$55.05 EXTENDED PRICE: \$715.65 TERM: 60 MONTHS SUBTOTAL: \$42,939.00 DIVIDED BY 7 YEARS: \$6,134.14 QUOTE PRICE: \$6,133.84						
	80401 Axon Fleet 3 - ALPR License - 1 Camera (24 Month) APD QTY: 13 UNIT PRICE: \$55.97 EXTENDED PRICE: \$727.61 TERM: 24 MONTHS SUBTOTAL: \$17,462.64 DIVIDED BY 7 YEARS: \$2,494.66 QUOTE PRICE: \$2,494.55						
	80402 Axon Fleet - License - Real-Time Location, Alerts, & Livestream (60 Month) APD						

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ASHEVILLE, NC 28801

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
917 574 7594		480-999-6155		28650		AXON FLEET VEHICLE	
DATE ORDERED		VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
10/02/2025		6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
	QTY: 13 UNIT PRICE: \$14.55 EXTENDED PRICE: \$189.15 TERM: 60 MONTHS SUBTOTAL: \$11,349.00 DIVIDED BY 7 YEARS: \$1,621.29 QUOTE PRICE: \$1,621.40						
	80402 Axon Fleet - License - Real-Time Location, Alerts, & Livestream (24 Month) APD QTY: 13 UNIT PRICE: \$14.80 EXTENDED PRICE: \$192.40 TERM: 24 MONTHS SUBTOTAL: \$4,617.60 DIVIDED BY 7 YEARS: \$659.66 QUOTE PRICE: \$659.49						
	80410 Axon Evidence - Storage - Fleet 1 Camera Unlimited (60 Month) APD QTY: 26 UNIT PRICE: \$16.51 EXTENDED PRICE: \$429.26 TERM: 60 MONTHS SUBTOTAL: \$25,755.60 DIVIDED BY 7 YEARS: \$3,679.37 QUOTE PRICE: \$3,679.74						
	80410 Axon Evidence - Storage - Fleet 1 Camera Unlimited (24 Month) APD QTY: 26 UNIT PRICE: \$16.79						

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NEXT PAGE



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ORIGINAL Purchase Order

Fiscal Year 2026

Page: 10 of 12

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VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
917 574 7594		480-999-6155		28650		AXON FLEET VEHICLE	
DATE ORDERED		VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
10/02/2025		6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
	EXTENDED PRICE: \$436.54 TERM: 24 MONTHS SUBTOTAL: \$10,476.96 DIVIDED BY 7 YEARS: \$1,496.71 QUOTE PRICE: \$1,496.41 *** *** UP FRONT ONE-TIME COST: 70112 Axon Signal - Vehicle QTY: 13 UNIT PRICE: \$239.94 EXTENDED PRICE: \$3,119.22 72036 Axon Fleet 3 - Standard 2 Camera Kit QTY: 13 UNIT PRICE: \$2,317.65 EXTENDED PRICE: \$30,129.45 72040 Axon Fleet - Tap Refresh 1 - 2 Camera Kit QTY: 13 UNIT PRICE: \$1,577.77 EXTENDED PRICE: \$20,511.01 73391 Axon Fleet 3 - Deployment per Vehicle - Not Oversized QTY: 13 UNIT PRICE: \$1,263.65 EXTENDED PRICE: \$16,427.45 ***						

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VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
917 574 7594		480-999-6155		28650		AXON FLEET VEHICLE	
DATE ORDERED		VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
10/02/2025		6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
	*** WARRANTY PAID UP FRONT IN YEAR 1:						
	80379 Axon Signal - Ext Warranty - Signal Unit (49 Month) Fleet QTY: 13 UNIT PRICE: \$1.14 EXTENDED PRICE: \$14.82 TERM: 49 MONTHS SUBTOTAL: \$726.18 QUOTE PRICE: \$728.52						
	80379 Axon Signal - Ext Warranty - Signal Unit (24 Month) Fleet QTY: 13 UNIT PRICE: \$1.19 EXTENDED PRICE: \$15.47 TERM: 24 MONTHS SUBTOTAL: \$371.28 QUOTE PRICE: \$371.41						
	80495 Axon Fleet 3 - Ext Warranty - 2 Camera Kit (49 Month) Fleet QTY: 13 UNIT PRICE: \$8.56 EXTENDED PRICE: \$111.28 TERM: 49 MONTHS SUBTOTAL: \$5,452.72 QUOTE PRICE: \$5,450.64						
	80495 Axon Fleet 3 - Ext Warranty - 2 Camera Kit (24 Month) Fleet QTY: 13						

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NEXT PAGE



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ORIGINAL Purchase Order

Fiscal Year 2026

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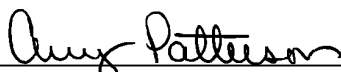
Vendor

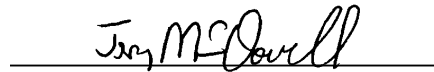
AXON ENTERPRISE INC
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VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
917 574 7594		480-999-6155		28650		AXON FLEET VEHICLE	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION		
10/02/2025	6818	11/03/2025	FOB DESTINATION		POLICE ADMINISTRATION DIVISION		
ITEM #	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE	
	UNIT PRICE: \$8.87 EXTENDED PRICE: \$115.31 TERM: 24 MONTHS SUBTOTAL: \$2,767.44 QUOTE PRICE: \$2,768.09 ***						
	GL Account: 11000122 - 528001				\$19,127.87		
	GL Account: 41000313 - 614101 - G2601				\$79,505.76		


Purchasing Manager


Chief Financial Officer

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Vendor Copy

Total Ext. Price

\$98,633.63

Purchase Order Total

\$98,633.63

CITY OF ASHEVILLE

PURCHASE ORDER TERMS, CONDITIONS AND INSTRUCTIONS

1. The specified item(s) shall be delivered F.O.B, to Asheville, North Carolina according to the address stated on the Purchase Order unless stated otherwise. The City will not accept collect shipments. The risk of loss and damage to goods identified in this order shall remain with the seller until the goods are delivered to the destination set out in the order and accepted by the City. Rejected materials will be returned to the vendor at the vendor's risk and expense.
2. The conditions of this order are not to be modified by any verbal understanding. Any changes must be addressed in a purchase order change order approved by the Purchasing Manager or their designee.
3. Failure to Deliver-In the event of the vendor's failure to deliver or perform as and when specified, the City reserves the right to cancel this order, or any part thereof.
4. The City reserves the right to cancel or otherwise rescind this purchase order.
5. Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on the order, attached to, referred to, incorporated by reference and made a part hereof as fully and to the same extent as if copied at length herein.
6. Right of Inspection and Rejection-Apparatus, equipment, supplies and services supplied by the vendor shall be received subject to the City's inspection and acceptance within a reasonable time after delivery, notwithstanding prior payment. If specifications, warranties or performance requirements are not met, product may be returned at the vendor's expense and all payments shall be refunded.
7. E-Verify Vendor Compliance: The vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Failure of the vendor or their sub-contractors to comply with this provision, relevant to this purchase order, could render this purchase order void under NC Law.
8. Indemnification:
 - In the event any article, services or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits or judgments on account of the user or sale of such article or the use of such service or process in violation of rights under such patent, copyright or application of either.
 - The vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the vendor's negligent performance or nonperformance of the terms of the contract.
9. Taxes:
 - State/Local-Applicable North Carolina Sales and Use Taxes are to be added as a separate item on the invoice. The City is not tax exempt.
 - Federal-The City is exempt from Federal Excise Taxes.
 - Purchases for resale are covered by resale exemption No. 901-1-011-12821
10. Invoices: All invoices must reference the purchase order number and match the lines on the purchase order. Standard payment terms Net 30.
11. Submit Invoices to: apayable@ashevillenc.gov or the mailing address on the face of the purchase order.

EXHIBIT B

Iredell County Board of Commissioners (June 3, 2025) —
five-year Axon Fleet 3 ALPR agreement, incl. “AXON FLEET 3 –
DEPLOYMENT”



AGENDA ITEM REQUEST

Meeting Date: June 03, 2025

Presenter: Darren Campbell, Sheriff

Department: Sheriff

Subject: Request from the Sheriff's Office to approve a five year service agreement with Axon for in-car camera systems with ALPR for new vehicles and to upfit an existing prisoner transport van with a new camera system.

Background Information:

The Iredell County Sheriff's Office is requesting the approval of a 5 year service agreement for 26 new in-car camera systems with ALPR for Axon, along with new camera system for one of the existing prisoner transport vans. Axon is the current in-car camera system that was switched to in 2024.

Current and future budget implications:

Will have to be renewed in 5 years

Non-monetary value:

Investigational tool

Funding origin:

Current FY-2025 Budget

Consequences for not acting:

Price will increase

Department Recommendation:

Approval

Manager's Comments:

Recommended for approval.

Attachments:

[Q-704215-45800AS Axon PTV Fleet quote](#)

[Q-700443-45800AS Axon Fleet \(26\) Units](#)

[Amendment 1 - Iredell CSO \(NC\)](#)



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-704215-45800AS

Issued: 05/23/2025

Quote Expiration: 06/30/2025

Estimated Contract Start Date: 08/01/2025

Account Number: 119965

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
C/O Lt. Joseph Prevette 162 Transportation Lane Statesville, NC 28625 USA	Iredell County Sheriff's Office - NC PO Box 287 Statesville NC 28687-0287 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Andrea Swann Phone: Email: aswann@axon.com Fax:	Joseph Prevette Phone: (704) 878-3180 Email: joseph.prevette@iredellcountync.gov Fax: (704) 878-5094

Quote Summary

Program Length	60 Months
TOTAL COST	\$17,500.00
ESTIMATED TOTAL W/ TAX	\$18,269.07

Discount Summary

Average Savings Per Year	\$389.74
TOTAL SAVINGS	\$1,948.71

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$17,500.00	\$769.07	\$18,269.07
Total	\$17,500.00	\$769.07	\$18,269.07

Quote Unbundled Price:	\$19,449.81
Quote List Price:	\$21,323.61
Quote Subtotal:	\$17,500.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	1	60	\$119.75	\$166.82	\$122.07	\$7,324.20	\$256.41	\$7,580.61
InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	3	60	\$30.20	\$24.92	\$24.92	\$4,485.60	\$114.33	\$4,599.93
A la Carte Hardware									
72035	AXON FLEET 3 - WIRELESS MIC KIT	1			\$702.60	\$702.60	\$702.60	\$49.18	\$751.78
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	1	60		\$3,014.00	\$50.23	\$3,013.80	\$210.98	\$3,224.78
A la Carte Services									
101282	AXON FLEET 3 - DEPLOYMENT - PER OVERSIZED VEHICLE	1			\$3,000.00	\$1,861.59	\$1,861.59	\$130.32	\$1,991.91
A la Carte Warranties									
80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	49		\$2.29	\$2.29	\$112.21	\$7.85	\$120.06
Total							\$17,500.00	\$769.07	\$18,269.07

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	1	1	07/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	1	1	07/01/2025
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	1	1	07/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	07/01/2025
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	72002	AXON FLEET 3 - INTERIOR CAMERA INTERIOR MOUNT	3	1	07/01/2025
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	72032	AXON FLEET - CABLE - ETHERNET CAT6 20 FT	3	1	07/01/2025
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	72037	AXON FLEET 3 - INTERIOR CAMERA	3	1	07/01/2025
A la Carte	72035	AXON FLEET 3 - WIRELESS MIC KIT	1	1	07/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	08/01/2025	07/31/2030
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	08/01/2025	07/31/2030
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	3	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
--------	------	-------------	-----

Services

Bundle	Item	Description	QTY
A la Carte	101282	AXON FLEET 3 - DEPLOYMENT - PER OVERSIZED VEHICLE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	07/01/2026	07/31/2030
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	07/01/2026	07/31/2030
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	80385	AXON FLEET 3 - EXT WARRANTY - INTERIOR CAMERA	3	07/01/2026	07/31/2030
A la Carte	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	07/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	162 Transportation Lane	Statesville	NC	28625	USA

Payment Details

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Payment	101282	AXON FLEET 3 - DEPLOYMENT - PER OVERSIZED VEHICLE	1	\$1,861.59	\$130.32	\$1,991.91
Upfront Payment	72035	AXON FLEET 3 - WIRELESS MIC KIT	1	\$702.60	\$49.18	\$751.78
Upfront Payment	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	\$112.21	\$7.85	\$120.06
Upfront Payment	Fleet3B	Fleet 3 Basic	1	\$7,324.20	\$256.41	\$7,580.61
Upfront Payment	InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	3	\$4,485.60	\$114.33	\$4,599.93
Upfront Payment	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	1	\$3,013.80	\$210.98	\$3,224.78
Total				\$17,500.00	\$769.07	\$18,269.07

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	3	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

City of Charlotte CCPA Contract 2022000665

Signature

Date Signed

5/23/2025



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Iredell County Sheriff's Office - NC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-700443-45800AS

Issued: 05/23/2025

Quote Expiration: 06/30/2025

Estimated Contract Start Date: 08/01/2025

Account Number: 119965

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
C/O Lt. Joseph Prevette 162 Transportation Lane Statesville, NC 28625 USA	Iredell County Sheriff's Office - NC PO Box 287 Statesville NC 28687-0287 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Andrea Swann Phone: Email: aswann@axon.com Fax:	Joseph Prevette Phone: (704) 878-3180 Email: joseph.prevette@iredellcountync.gov Fax: (704) 878-5094

Quote Summary

Program Length	60 Months
TOTAL COST	\$362,263.46
ESTIMATED TOTAL W/ TAX	\$375,562.25

Discount Summary

Average Savings Per Year	\$4,789.82
TOTAL SAVINGS	\$23,949.12

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$362,263.46	\$13,298.79	\$375,562.25
Total	\$362,263.46	\$13,298.79	\$375,562.25

Quote Unbundled Price:	\$386,214.66
Quote List Price:	\$459,643.86
Quote Subtotal:	\$362,263.46

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	26	60	\$119.75	\$166.82	\$104.40	\$162,864.00	\$6,330.36	\$169,194.36
A la Carte Hardware									
72035	AXON FLEET 3 - WIRELESS MIC KIT	26			\$702.60	\$702.60	\$18,267.60	\$1,278.73	\$19,546.33
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	26	60		\$3,014.00	\$50.23	\$78,358.80	\$5,485.48	\$83,844.28
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	26	60		\$64.01	\$64.01	\$99,855.60	\$0.00	\$99,855.60
A la Carte Warranties									
80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	26	49		\$2.29	\$2.29	\$2,917.46	\$204.22	\$3,121.68
Total							\$362,263.46	\$13,298.79	\$375,562.25

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	26	1	07/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	26	1	07/01/2025
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	26	1	07/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	26	1	07/01/2025
A la Carte	72035	AXON FLEET 3 - WIRELESS MIC KIT	26	1	07/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	26	08/01/2025	07/31/2030
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	52	08/01/2025	07/31/2030
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	26	08/01/2025	07/31/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	26	07/01/2026	07/31/2030
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	26	07/01/2026	07/31/2030
A la Carte	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	26	07/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	162 Transportation Lane	Statesville	NC	28625	USA

Payment Details

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	72035	AXON FLEET 3 - WIRELESS MIC KIT	26	\$18,267.60	\$1,278.73	\$19,546.33
Year 1	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	26	\$2,917.46	\$204.22	\$3,121.68
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	26	\$99,855.60	\$0.00	\$99,855.60
Year 1	Fleet3B	Fleet 3 Basic	26	\$162,864.00	\$6,330.36	\$169,194.36
Year 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	26	\$78,358.80	\$5,485.48	\$83,844.28
Total				\$362,263.46	\$13,298.79	\$375,562.25

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract City of Charlotte CCPA Contract 2022000665 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to

develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/23/2025



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Iredell County Sheriff's Office - NC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Iredell County Sheriff's Office (NC) ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are Parties to the Master Services and Purchasing Agreement (under Quote Q-545037) by and between Axon Enterprise, Inc. and the Iredell County Sheriff's Office (NC), dated July 3, 2024 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. Quote Q-700443-45800AS
 - b. Quote Q-704215-45800AS
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Iredell County Sheriff's Office (NC)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**First Amendment to the Master
Services and Purchasing Agreement**

[PLACEHOLDER FOR QUOTE – TO BE ADDED IN BEFORE SIGNATURE]

EXHIBIT C

Town of Duck Police Department — Policy 425,
Use of Automatic License Plate Recognition Technology (Axon Fleet
ALPR)

Use of Automatic License Plate Recognition Technology

425.1 PURPOSE AND SCOPE

This policy establishes guidelines for the use, maintenance, training, data retention, and associated use of fixed and mobile automatic license plate readers operated by the Town of Duck Police Department in compliance with North Carolina General Statutes § 20-183.30, § 20-183.31, § 20-183.32, and § 20-183.33.

425.1.1 DEFINITIONS

Automatic License Plate Reader (ALPR) System – A system of one or more mobile or fixed automated high speed cameras used in combination with computer algorithms to convert images of license plates into computer readable data.

ALPR Alert – A visual and auditory notice that is triggered when the ALPR determines that captured plate data matches hot list data present in a database.

ALPR Captured Plate Data – Information, including location, date and time of a license plate reading, the optical character recognition interpreted data, and any ALPR generated digital photographic image(s) of a vehicles license plate and vehicle it is attached to, generated entirely by the ALPR.

ALPR Operator – A sworn Town of Duck Police Officer, or a vetted staff member, properly trained in the use of ALPR technology, North Carolina State Law, and Departmental policy governing the use of ALPR generated license plate data.

ALPR Search Reason - The justification entered when performing a search of ALPR generated license plate data, to ensure the search is for a valid law enforcement purpose.

Active Hit Protocol - The verification process performed by an ALPR operator who has received an ALPR alert, to independently verify the validity of the ALPR alert.

Ancillary ALPR Data – Data collected by an ALPR that does not contain optical character recognition interpreted data, ALPR generated digital photographic image(s) of a vehicles license plate or any identifiable vehicle. Ancillary ALPR Data is primarily vehicle traffic volumes calculated by the number of detections an ALPR system performs within a given time frame. Ancillary ALPR data holds no criminal justice or investigatory value and is not considered captured plate data for dissemination purposes.

Axon Fleet Dashboard - Software that allows users to start and stop camera recording, play recorded videos, and add metadata to videos. The Dashboard also supports the Axon Automatic License Plate Recognition (ALPR) system notifications and responses.

Criminal Justice Officer – A criminal justice officer as defined in N.C.G.S. 17C-2 and justice officer as defined in N.C.G.S. 17E-2.

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Flock Safety Web Based Software - Program that provides ALPR alerting and search functions.

Flock Safety App for iOS - Application that provides ALPR alerting and limited search functions.

Hot List - License plate numbers of interest in a criminal investigation.

Law Enforcement Purpose – Any of the following:

- (a) Actions related to criminal investigations, arrests, prosecutions, post-conviction confinement, or supervision.
- (b) Apprehending an individual with an outstanding felony warrant.
- (c) Locating a missing or endangered person.
- (d) Locating a lost or stolen vehicle.

Law Enforcement Agency – Any agency or office of the State of North Carolina or any political subdivision thereof who is empowered by the laws of this State to conduct investigations or to make arrests.

Missing or Endangered Person – A person who has been identified as a missing or endangered person by at least one of the following:

- (a) The National Criminal Information Center.
- (b) The National Center for Missing and Exploited Children.
- (c) A "be on the lookout" bulletin issued by a law enforcement agency.

425.2 POLICY

The availability and use of automatic license plate readers provide opportunities for the enhancement of public safety, criminal investigations and officer safety. It is the policy of the Town of Duck Police Department that all officers abide by this policy and all applicable Federal and State Laws when using automatic license plate recognition technology or searching captured plate data.

425.4 OPERATIONS

Use of ALPR technology is restricted to valid law enforcement purposes. No member of this department shall operate ALPR equipment or access captured plate data without being authorized to do so, and only after completing department-approved training.

ALPR operators shall follow Active Hit Protocol to verify all ALPR alerts before taking enforcement action that is based solely on an ALPR alert.

425.4.1 ACTIVE HIT PROTOCOL

Active hit protocol consists of the following steps:

- (a) Compare the ALPR alert to the translation to check for a misread, and
- (b) Compare the state listed in the ALPR alert to the state listed on the hot list to verify it matches, and

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- (c) Run the license plate that generated the ALPR alert through the Division of Criminal Investigation Network (DCIN) to confirm the validity of the ALPR alert.

425.4 USE OF ALPR TECHNOLOGY

An officer shall follow the Active Hit Protocol to verify an ALPR response through the Division of Criminal Investigation Network (DCIN) before taking enforcement action that is based solely on an ALPR alert.

Pursuant to N.C.G.S. 20-183.31(b), data obtained by the Duck Police Department shall be obtained, accessed, preserved, or disclosed only for valid law enforcement purposes. ALPRs shall not be used for the enforcement of ordinary traffic violations.

Any member who violates the provisions of N.C.G.S. 20-183.30, 20-183.31, or 20-183.32 by illegally obtaining, accessing, preserving, or disclosing data obtained in accordance with the aforementioned statutes, may be found guilty of a Class 1 misdemeanor (N.C.G.S. 20-183.33). Further, misuse of ALPR equipment, software, or associated databases may also subject the user to disciplinary action, up to and including termination.

ALPR captured plate data is the property of the Town of Duck Police Department.

425.5 ALPR MANAGER

The Administrative Lieutenant shall serve as the ALPR Manager for the Department.

425.5.1 ALPR MANAGER RESPONSIBILITIES

The ALPR Manager is responsible for:

- (a) The management of the Department's ALPR Program including administration and all aspects of the ALPR system(s) operation and repair.
- (b) Overseeing all ALPR operator training.
- (c) Issuing login credentials to ALPR operators.
- (d) Conducting monthly audits.
- (e) Conducting an annual audit of the Department's ALPR system use and its effectiveness.
- (f) Recommending policy changes to the Chief of Police.

425.6 REQUIRED TRAINING

No member of this department shall operate ALPR equipment or access ALPR generated license plate data without successfully completing the following training:

- (a) Flock Safety Alerts Tool Certification Course.
- (b) Flock Safety Search Tool Certification Course.
- (c) Axon Academy ALPR Training Course.

Flock Safety Administrators must complete the Flock Safety Administrator Certification Training Course within 30 days of being designated as an administrator.

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425.7 CAPTURED PLATE DATA SEARCHES

Searches of captured plate data are limited to valid law enforcement purposes.

425.7.1 ENTRY OF CAPTURED PLATE DATA SEARCH OFFENSE TYPE, REASON, AND CASE NUMBER

ALPR operators must enter or choose an offense type/category, a valid law enforcement purpose, and a case number (if applicable), for each captured plate data search.

425.8 ALPR OPERATOR RESPONSIBILITIES

ALPR Operators will:

- (a) Monitor Flock Safety and Axon Fleet ALPR alerts.
- (b) Follow Active Hit Protocol to validate alerts.
- (c) Report any damage to ALPR systems to their immediate supervisor.

425.9 SUPERVISORY OVERSIGHT

Sergeants will:

- (a) Ensure officers are monitoring Flock Safety and Axon Fleet ALPR alerts.
- (b) Ensure officers are following Active Hit Protocol to validate alerts.
- (c) Report any damage to ALPR systems to the ALPR Manager.

425.10 DATABASES/HOTLISTS

The Duck Police Department shall maintain a memorandum of understanding with the N.C. State Bureau of Investigation (NCSBI) to memorialize the understanding between our two agencies regarding the transmission of information from the National Crime Information Center (NCIC) Vehicle File, License Plate File, and vehicle information from the NCIC Wanted Person File.

Flock Safety and Axon will receive the (NCIC) Vehicle File, License Plate File, and vehicle information from the NCIC Wanted Person File (databases) from the NCSBI, on behalf of the Duck Police Department and will upload the data to fixed and mobile ALPR systems, at least once every 24-hours in accordance with N.C.G.S. 20-183.32(d).

The Town of Duck Police Department will maintain an agency wide hot list of license plates significant to criminal investigations being conducted internally or in cooperation with another law enforcement agency. ALPR operators may create and maintain their own hot list of license plates significant to criminal investigations being conducted internally or in cooperation with another law enforcement agency.

425.11 DATA RETENTION

Captured plate data that has been captured by an ALPR system owned or leased by the Town of Duck Police Department shall not be preserved for more than 30 days after the date the data is

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captured, unless the captured plate data is subject to preservation for more than 30 days pursuant to N.C.G.S 20-183(b) or (c).

425.11.1 ANCILLARY ALPR DATA

Ancillary ALPR data is not governed by North Carolina State Law and is not subject to any retention or use regulations.

425.12 CRIMINAL JUSTICE INTERAGENCY CAPTURED PLATE DATA AND HOT LIST SHARING

Captured plate data and internal agency and officer hotlists may be disclosed (or shared) with law enforcement agencies within the State of North Carolina only, to be accessed for a legitimate law enforcement purpose pursuant to a written or electronic request from the requesting agency.

425.13 INTERNAL DATA SECURITY

ALPR operators must have a valid username and password to access ALPR generated plate data through Flock and Axon software.

425.14 ALPR EQUIPMENT MAINTENANCE AND MODIFICATION

All ALPR system maintenance, and calibrations (if applicable), performed by contractors shall be logged and maintained indefinitely. ALPR equipment shall not be modified by members of the Department.

425.15 PUBLIC DISCLOSURE OF RECORDS

Captured plate data is confidential and not a public record as that term is defined in G.S. 132-1. Captured plate data shall not be sold for any purpose.

425.16 AUDITING

425.16.1 MONTHLY AUDITING

The ALPR Manager shall conduct an audit of all captured plate data searches monthly to ensure each search was performed for valid law enforcement purpose and in accordance with this policy and all applicable Federal and State Laws. The Chief of Police shall be immediately notified when a misuse is detected.

425.16.2 ANNUAL AUDITING AND REPORTING OF ALPR USE AND EFFECTIVENESS

The ALPR Manager shall conduct an annual audit and present a report of the Department's ALPR system use and its effectiveness to the Chief of Police on or before November 1st of each year.

425.17 ALPR ALERTS AND GENERATED LICENSE PLATE DATA CAPTURED OUTSIDE OF AN OFFICER'S JURISDICTION

Pursuant to 421.4, the Axon Fleet in-car camera system shall remain on at all times when the patrol vehicle is in use. When an Axon Fleet in-car camera is on, it will detect and process license

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plate data. This will lead to the capture of license plate data outside of the Town of Duck during an officers commute and when an officer is out of their jurisdiction for approved travel.

If an ALPR operator receives an ALPR alert while outside of their jurisdiction the ALPR operator should notify on-duty officers in the jurisdiction where the suspect vehicle was last seen. The officer will not take enforcement action unless requested to do so pursuant to a mutual aid request.

EXHIBIT D

Brevard Police Department — proposed Axon Outpost fixed ALPR
(program page & draft policy), pending City Council Sept. 8, 2026

ALPR Program

Brevard's Proposed Automatic License Plate Reader (ALPR) Program

The Brevard Police Department is always looking for the best ways to keep our community safe. Currently, the department is evaluating the use of Automatic License Plate Readers (ALPRs) as an additional investigative tool. The proposed system would consist of three fixed cameras located within the City of Brevard.

The proposal has been presented to the Public Safety Committee and will be considered by City Council at its September 8, 2026, meeting. Before any final decision is made, BPD is providing the public with information about how the technology works, how the data would be managed, and what safeguards have been proposed for its use.

This page includes an overview of the technology, frequently asked questions, the proposed Axon agreement, and information about the upcoming public information session on September 1, 2026.

What are ALPRs?

Automatic License Plate Readers (ALPRs) are camera-based investigative tools that capture an image of a vehicle's license plate along with limited vehicle information such as the color, make, and model of the vehicle as well as the location, date, and time the image was taken. The system converts the plate image into searchable information that authorized law enforcement personnel can use to identify vehicles connected to specific investigations or public safety concerns.

ALPRs identify **vehicles, not people**. They do not use facial recognition technology, identify drivers or passengers, or independently determine that a crime has occurred.

What are ALPRs good for?

ALPRs are investigative tools that can assist law enforcement in identifying or locating vehicles associated with specific public safety or criminal investigations.

Examples may include:

- Stolen vehicles
- Missing or endangered persons
- Wanted persons associated with a known vehicle
- Vehicles connected to criminal investigations
- AMBER or Silver Alert investigations

ALPR information is one investigative lead among many. It does not, by itself, establish probable cause or determine that criminal activity has occurred.

How do they work?

When a vehicle passes an ALPR camera, the system captures an image of the license plate along with limited vehicle information (e.g., vehicle color, make, and model). The system then converts the license plate image into searchable plate information.

That information can be used in two primary ways:

- **Real-time alerts:** License plates can be compared against authorized law enforcement hotlists, including information associated with vehicles entered into the National Crime Information Center (NCIC) such as stolen vehicles, stolen license plates, or vehicles connected to certain wanted- or missing-person investigations. If a potential match is identified, the system generates an alert for an officer to review.
- **Investigative searches:** Authorized officers may search for previously recorded detections when investigating a specific crime or public safety matter. Searches may be based on information such as a full or partial license plate or a specific vehicle description, location, or timeframe.

An ALPR “hit” is **not an enforcement decision**. Before taking law enforcement action, an officer must independently verify the plate, vehicle information, NCIC or other underlying record, and validity of the information retrieved by the system.

The system does not determine whether a person has committed a crime; identify the driver or passengers; or automatically initiate a traffic stop, citation, arrest, or other enforcement action. It only provides information for trained officers to evaluate as part of an investigation.

What the system does:

✓ Records license plates and basic vehicle characteristics at specific camera locations

- ✓ Compares plate information against authorized law enforcement hotlists
- ✓ Generates alerts for officer review when a potential match is identified
- ✓ Allows authorized investigative searches using information such as a known plate, partial plate, or vehicle description
- ✓ Allows authorized personnel to review prior detections within BPD's established retention period when connected to an authorized investigation
- ✓ Maintains audit records showing system access, searches, sharing activity, and other administrative actions
- ✓ Requires an authorized law enforcement purpose for system searches

What the system does NOT do:

- × Does not use facial recognition
- × Does not identify the driver or passengers of a vehicle
- × Does not provide a continuous or GPS-style location feed of an individual
- × Does not automatically issue citations, make arrests, or take other enforcement action
- × Does not replace officer review, judgment, or independent verification
- × Does not automatically place BPD's ALPR data into a national or pooled database
- × Does not provide other agencies with automatic access to BPD's ALPR data
- × Does not provide federal agencies automatic or standing access to BPD's system
- × Does not allow Axon to own or sell BPD's ALPR data

Detection is not decision

The system retrieves vehicle information for authorized personnel to review. Officers manually assess that information and decide what happens next.

An ALPR detection or alert is an investigative lead only.

Before any law enforcement action is taken, an officer must review the information, confirm the plate and vehicle information, determine whether the alert is still valid, and evaluate the circumstances independently.

Law enforcement action will **not** be based solely on an automated ALPR alert.

Reviewing historical detections

The system does not provide a continuous live location feed of a person.

When there is a legitimate investigative reason to examine a specific vehicle, authorized BPD personnel may review where and when that vehicle was previously detected during BPD's established retention period (30 days).

Access to historical information is governed by departmental policy, requires an authorized law enforcement purpose, and is subject to auditing and supervisory oversight.

FAQs

Where in town would these ALPRs be? Specific camera locations would be determined based on operational and public safety needs. Placement would generally focus on primary ingress and egress routes and other areas where crime data or investigative needs indicate the technology would be most useful. Exact locations would not be publicly disclosed in order to preserve the effectiveness of the system.

Are these FLOCK cameras? No. Flock Safety and Axon are separate technology providers. BPD is proposing to use **Axon Outpost**, Axon's fixed ALPR camera system. Outpost combines automated license plate recognition

with basic vehicle attribute recognition and integrates with Axon Fusus, the platform BPD would use to manage and review the information.

Because these are Axon cameras, they would operate within the Axon system rather than Flock's ALPR platform, and the information entered into our system would not be part of Flock's nationwide database. BPD would establish its own access, retention, sharing, and oversight requirements for the data collected through its Axon system.

This distinction is important because concerns or practices associated with one ALPR provider should not automatically be assumed to apply to another. Each system has its own technology, data architecture, sharing capabilities, contractual terms, and agency controls.

Who owns and controls the data? The Brevard Police Department owns and controls the ALPR data generated by its system. That data is proprietary to BPD; it is not Axon's data, and Axon does not acquire ownership of it simply because it hosts or supports the technology.

BPD determines how the data is accessed, retained, and shared in accordance with department policy, applicable law, and the terms of its agreement with Axon. Axon may not pool, sell, or use BPD's ALPR data for its own purposes, and Axon may not disclose that data unless legally required.

Is this connected to a national database? No. BPD's ALPR data remains within BPD's system and is not automatically placed into a national or pooled database. Other agencies do not have automatic access to BPD's data.

Any sharing of ALPR information would be controlled by BPD and governed by departmental policy, which establishes who may access or receive the data, under what circumstances it may be shared, and what steps are required in the review process. Sharing would occur only for an authorized law enforcement purpose and in accordance with applicable law and BPD policy.

Can other agencies access the data? Not

automatically. BPD controls access to its ALPR data, and other agencies cannot simply log in and search it.

If another law enforcement agency has a legitimate investigative need, it would have to request access through the process established in BPD policy. BPD would determine whether the request is appropriate and whether the information can be shared.

Even when access is approved, BPD retains control of the data. The receiving agency does not take ownership of it and cannot pass BPD's data along to another agency. Any sharing must be for an authorized law enforcement purpose and consistent with BPD policy and applicable law.

Does this system track people? No. The system records vehicle information at specific camera locations; it does not identify or track the person driving the vehicle. It does not use facial recognition technology, identify occupants, or create a live location feed showing where someone is at all times.

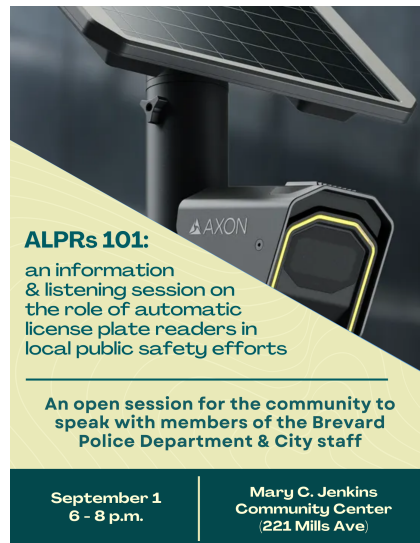
The system is an investigative tool only. If a plate generates a "hit" or alert, that information must be reviewed and independently verified by an officer. **Law enforcement action is not taken solely based on an ALPR alert.** Officers must vet the information and confirm that it is accurate and relevant before taking further action.

What stops this from being used for immigration

enforcement? BPD controls its ALPR data, and our policy is clear: ALPR data will not be shared with local, state, or federal law enforcement agencies for administrative immigration enforcement purposes.

Requests related to legitimate criminal investigations must follow BPD policy and the appropriate legal process. Depending on the circumstances, that may include a preservation request, court order, search warrant, or other lawful process before information is released.

In short, outside agencies do not have automatic access to BPD's ALPR data, and immigration-related administrative enforcement is not an authorized use of the system.



Information Session Details

We know members of the community may have additional questions about Brevard's proposed ALPR program. In order to address these questions directly, members of the Brevard Police Department and other City staff will hold an ALPR information session at the **Mary C. Jenkins Community Center (221 Mills Ave)** on **Tuesday, September 1, 2026, from 6 to 8 p.m.**

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Brevard Police Department

General Order

Title Automated License Plate Readers (ALPR)		Order Number 400-32
Effective Date June 17, 2026	Amends NEW	
NCLEA Standard None	Rescinds	
Reference NCGS 20-183.31 NCGS 20-183.32 SOP ALPR Queries	Pages 5	
Forms F400-32 Hot List Entry		

Automated License Plate Readers (ALPR)

PURPOSE: The purpose of this policy is to guide the use, storage, and retention of data captured by automated license plate readers (ALPRs) by the Brevard Police Department (BPD).

POLICY: It is the policy of the BPD to use data captured by ALPRs for official law enforcement purposes, including but not limited to identifying stolen vehicles and license plates, missing and wanted persons, and gathering information related to active warrants, suspect interdiction, and stolen property recovery. ALPR technology will be utilized while keeping the privacy rights of the public in mind.

DEFINITIONS:

Alert- An audible and/or visual signal activated upon the reading of a license plate by the ALPR system that has not been visually verified by an officer against the photo in the ALPR system.

ALPR Operators - Agency personnel who are authorized to use ALPR equipment and systems.

Automated License Plate Reader (ALPR) System - Equipment consisting of camera(s), computer(s), computer software, and associated peripherals, used to automatically scan, recognize, and interpret the characters on vehicle license plates. Digital images captured by the cameras are converted into data, which the system processes and stores. The system can compare captured data against hot lists of license plates and alert the ALPR operator to an offense or relevant intelligence about the vehicle, which may provide the

basis for a reasonable suspicion stop and further investigation. Additionally, stored system data can be queried and analyzed for investigative purposes.

Hit- A read matched to a plate that previously has been registered on an agency's hot list of vehicle plates related to stolen vehicles, wanted vehicles, or other factors supporting investigation by a law enforcement agency, or which has been manually registered by a user for further investigation.

Hot List - A database populated with items of specific interest to investigative and/or enforcement operations of law enforcement.

PROCEDURES

A. Administration

The Support Services Lieutenant is responsible for overseeing the ALPR program. The CID Sergeant will serve as the ALPR coordinator.

1. The ALPR coordinator will:
 - Be responsible for the overall maintenance of ALPR systems and equipment
 - Ensure that ALPR data is properly collected, maintained, and deleted in accordance with NCGS and this general order
 - Maintain a hot list of items of specific interest to the agency and manage any hits received based on that list
2. Each user is individually responsible for ensuring:
 - Compliance with this policy
 - Accuracy and completeness of all query documentation
 - Confidence that their stated reason fully supports their right and need to access ALPR information

B. Operations

1. Use of ALPR equipment and systems in any manner other than in accordance with NCGS and this general order is strictly prohibited.
2. ALPR equipment will be affixed to locations determined by the Chief of Police or designee utilizing data-driven criteria.
3. Each query will require a documented CFS number and/or incident report number, including the officer's name, date, and reason, with a corresponding call for service or incident report number.

4. When an alert is received from an ALPR, personnel will use NCIC, departmental RMS, CAD, and other appropriate databases to verify the hot list hit. Personnel should not rely solely on the ALPR alert to take law enforcement action.
5. When requesting information to be added to an agency hot list, personnel will submit a request to their direct line supervisor. The request must include the license plate or identifying information, the related CFS number and/or incident report number, the requesting officer's name, date, and a clearly articulated reason for the entry. The supervisor will review the request to ensure there is a documented nexus between the plate and a legitimate law enforcement or public safety purpose before forwarding the request to the CID Sergeant for entry.
6. Hot-list entries must be tied to a legitimate law enforcement or public safety purpose and may include, but are not limited to:
 - stolen vehicles,
 - stolen license plates,
 - missing or endangered persons,
 - wanted subjects,
 - active criminal investigations,
 - public safety threats, or
 - other situations authorized by state law.
7. Upon receipt of a pre-approved hot list entry, the CID sergeant will confirm it meets policy guidelines before entering it into the agency's hot list.
8. In compliance with NCGS§ 20-183.32, the CID Sergeant is responsible for confirming that the hot list is still valid every 24 hours.
9. The CID Sergeant is responsible for the prompt removal of all hot list entries that are no longer needed or valid.
10. When querying ALPR databases, personnel will follow procedures in accordance with SOP-ALPR Queries.

C. Training

1. ALPR operators will be trained to use equipment or systems. Review and acknowledgment of this general order are required before operating ALPR equipment or systems.
2. Sworn officers and telecommunicators will receive training during the newly hired employee orientation program or field training.
3. Supervisors will receive training on their additional duties during the newly promoted supervisor orientation program.
4. Any other training may be distributed at the request of the chief of police, executive staff, or supervisors during roll call, in-service, or otherwise.

D. Data Collection, Storage, and Retention

1. ALPR data will be collected and securely maintained on approved cloud-based servers.
2. In accordance with NCGS§ 20-183.32, ALPR data may not be retained for longer than 90 days from the date it is captured unless:
 - A search warrant is issued pursuant to Article 11 of Chapter 15A of the General Statutes
 - A federal search warrant is issued in compliance with the Federal Rules of Criminal Procedure
 - A written preservation request must be prepared and submitted by a law enforcement entity. The request must include:
 - The location of the camera or cameras for which the captured plate data and the license plate for which the captured plate data
 - The date or dates and time frames for which captured plate data
 - Specific and articulable facts showing that there are reasonable grounds to believe that the captured plate data is relevant and material to an ongoing criminal or missing persons investigation or is needed to prove a violation of a motor carrier safety regulation
 - The case and identity of the parties involved in that case
3. If a preservation request is submitted, it is valid for one year of preservation from the date it is submitted. An additional preservation request must be submitted, or the data will be destroyed in accordance with applicable records retention law.

4. It is BPD policy that data will be purged after 30 days unless pertinent to an active criminal investigation.

E. Security

1. ALPR data will be accessible only through a password-protected system capable of documenting all access to information by name, date, and reason with a corresponding call for service or incident report number.
2. Personnel approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement or public safety purposes only.

F. Accountability and Auditing

1. ALPR database activity is subject to routine and random audits. Queries that do not contain the required information, or any unauthorized access, use, dissemination, or querying of ALPR data, may result in remedial training, suspension or restriction of ALPR access privileges, disciplinary action up to and including termination, and criminal prosecution where authorized by law, in accordance with GO 200-23 - Disciplinary System.
 - Quarterly audits of queries and activity will be conducted at the direction of the chief or designee.
2. Required information includes:
 - CFS number or Incident Report number
 - A clearly articulated reason for the query in accordance with SOP- ALPR Query.
 - In accordance with NCGS 20-183.31(d), the ALPR database will be validated every 24 hours.

G. Release of Data

1. ALPR data may be shared with other law enforcement prosecutorial agencies for official law enforcement purposes after a written request has been received.
 - A requesting agency must provide and specify in a written, sworn statement:
 - The camera(s)' location and the specific license plate must be preserved.
 - The date or dates and time frames for which captured data must be preserved.
 - Specific and articulable facts showing grounds to believe that the captured plate data is relevant and material to an ongoing criminal or missing persons

investigation or is needed to prove a violation of a motor carrier safety regulation.

- The case and identity of the parties involved in that case (NCGS § 20-183.32 (c)).
- 2. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed in accordance with NCGS § 20-183.32. ALPR data is explicitly designated as confidential by G.S.132-1. Data shall not be disclosed except to a criminal justice officer at a Federal, State, or local law enforcement agency for a legitimate law enforcement purpose pursuant to a written request from the requesting agency. Captured plate data shall not be sold for any purpose.
- 3. If a law enforcement agency states that sharing captured license plate data would impede an investigation, the data shall be kept private (NCGS § 20-183.32 (e)).

H. Reporting

1. Annually, the ALPR coordinator will analyze data collected by ALPR systems and review procedures to identify:
 - Program effectiveness
 - The need for changes to policy or procedure
 - Potential training needs
 - Any issues found during random queries
2. The analysis will be submitted to the chief of police for review by January 31st of the year following the year being reviewed.
3. The Chief of Police will submit an annual ALPR report to the Public Safety Committee no later than February 28th, and made available to the public. The annual report will include, but not limited to:
 - total plate reads,
 - Total of hot list alerts,
 - stolen vehicle recoveries,
 - missing persons located,
 - missing persons cases assisted,
 - criminal investigations aided,
 - number of search warrants conducted,

- number of audits completed, and
- number of policy violations discovered.

BY ORDER OF:



Christy Wentzell
Chief of Police

DRAFT

EXHIBIT E

Axon Fusus “Connect” camera-integration & monitoring —
Connect New Hanover · ConnectRaleigh · Connect Guilford County ·
Connect Greensboro



Connect New Hanover Sheriff is utilizing Axon Fusus to create stronger public-private collaborations and enable businesses and community members to work more closely with law enforcement. Public safety agencies depend on neighborhoods to mitigate and investigate crimes and be better equipped as first responders on the scene of critical incidents. The Axon Fusus system serves to increase community security while maintaining personal privacy.

How does the camera registry work?

The New Hanover County Sheriff's Office camera registry is a way to easily locate the nearest cameras in a designated area during the course of an investigation, emergency event, or emergency response. In the past, investigators had to rely on eyewitnesses and piece together pertinent information over days and sometimes months. The camera registry gives private residents and business owners the ability to register their cameras to an online portal, only accessible through permission, for law enforcement to quickly and easily use cameras to create a map of relevant cameras that could obtain actionable evidence for crimes and life-saving data.

How much does it cost to register my cameras?

Registering a camera does not require an fee. The New Hanover County Sheriff's Office deploys cameras throughout the county and will not have access to the cameras. The registry makes it easier for investigators to locate cameras in a designated area during the course of an investigation, emergency event, or emergency response.

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for a digital footage request that the owner can fulfill that doesn't require a police visit.

Can the New Hanover County Sheriff's Office remotely access my cameras at any time?

No. Registering cameras means the sheriff's office will know where your cameras are located in the event of a crime or a critical incident. There is no direct access to any privately-owned cameras and the registry is only used to request footage if an incident were to occur in their vicinity.

Who has access to the camera map?

Only authorized New Hanover County Sheriff's Office users have access to



Can I unsubscribe from the camera registry, and change or delete my information?

Yes. Please contact connect@fusos.com if you need to adjust or delete your registration information.

Is my camera information subject to a disclosure in a public data request?

No. Your camera registry data is classified as protected non-public data, and is only accessible by authorized users of our system.

Will the New Hanover County Sheriff's Office have a real-time streaming option?

Yes. In partnership with Axon Fusus, a real-time option is available through the Axon FususCORE device with conditional access. Camera owners have the ability to choose how and when their cameras are accessible to the sheriff's office. For example, private businesses and schools may choose to only have their cameras accessible to New Hanover County Sheriff's Office deputies when an emergency situation arises and they activate the live streaming capability via a panic button. Private residents and neighborhoods can also have the option to do so or completely opt out.

Can my cameras be accessed with

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No. Both the New Hanover County Sheriff's Office and Axon Fusus policies require the camera owner to give explicit written permission to access cameras for any reason. Camera access and settings are also entirely controlled by the camera owner.

Can the sheriff's office override my access settings to remotely access my cameras at any time?

Axon Fusus policy-based conditional access is a strictly one-way system, which means that the owner's policy settings cannot be overridden remotely by New Hanover County Sheriff's Office deputies or Axon Fusus.

Can the New Hanover County Sheriff's Office registry integrate doorbell cameras?

The Axon Fusus platform can work interoperably with most commercially available camera systems, but still has no access without authorization from the camera owner and the camera company as well. For example, RING brand doorbell cameras would need authorization from both RING AND the individual RING camera owner.

How does the panic button functionality work?

New Hanover County Sheriff's Office, through Axon Fusus, can equip locations, upon request, with virtual panic buttons in the form of a smartphone app. In the event of an emergency, such as a fire, an active and serious crime, or active shooter situation, the panic buttons can be used to send an immediate alert to first responders and activate the streaming functionality of connected, authorized cameras. This is only accessible by users with valid login credentials to the Axon Fusus interface.

Will facial recognition technology be used?

Axon Fusus does not employ facial recognition technology or integrate with any facial recognition technology systems.

Does Axon Fusus utilize artificial intelligence?

Axon Fusus utilizes artificial intelligence to the system by users in order to mitigate cases exclude facial recognition, but may recognize weapons, vehicles of interest, e

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Is the Axon FususCORE secure?

The data is secured with AES 256-bit encryption at rest, in transit, and in the Cloud. The Axon FususCORE establishes a secure connection with TLS 1.3 allowing outbound traffic to AWS GovCloud. Once data reaches the Axon FususONE CJIS-compliant cloud storage location, hosted on AWS Gov-Cloud servers, data is redundantly stored in multiple, geographically separated storage locations, or zones, to ensure over 99.9999% reliability and durability of data.

Is Axon FususONE Secure?

Axon FususONE, the platform New Hanover County Sheriff's Office will use to compile all relevant information in one place, adheres to the highest standards of security for access to, transfer, and sharing of Criminal Justice Information according to CJIS standards. All data that is accessible within Axon FususONE is encrypted at rest, in transit, and in its cloud hosted location. Access to databases is restricted by strict networking rules. All Axon Fusus Employees involved in CJIS-related software development undergo an extensive screening process, including background checks and fingerprinting.

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TEL: 910-798-4200

New Hanover County Sheriff's Office



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Camera Integration

Integrating your camera system takes community security one step further, helping you get more out of your security camera investment.

Camera sharing allows the New Hanover County Sheriff's Office access to your camera feed in case of an emergency near your location. All your cameras or some of them. You set your preferences. Sharing your feed can improve response time and help keep you safer by providing advanced details of the situation.

To share your cameras, all you need is a small Axon FususCORE device that plugs into your camera system. Once it's set up, it enables camera sharing based on your settings without impacting your network.

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Axon FususCORE Devices

	CORE Lite	CORE Lite Extended	CORE Pro	CORE Pro Extended
<u>Cameras (Up to)</u>	4	4	50	50
<u>Storage</u>	512GBSD XC	1TB SDXC	4TB HDD	22TB HDD
<u>Days of Storage (Up to)</u>	2	4	2	30

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	CORE Lite	CORE Lite Extended	CORE Pro	CORE Pro Extended
Artificial Intelligence	—	—	—	—
Warranty + Remote Setup Included				

Artificial Intelligence: A Real-Time Force Multiplier

CORE Elite AI devices put a brain inside your camera network. No more servers, camera license fees, or expensive network infrastructure to process video data right at the source.

CORE devices enable any camera or security network to be upgraded to a cloud-connected, AI assisted system without an expensive hardware overhaul. Each device comes pre-loaded with dozens of search and analysis variables and profiles that are ready for action.

Users can set alert profiles. When a match to the search parameters appears on any camera in the designated area of interest, alerts are automatically triggered. These tools enable smaller security teams to work smarter and more efficiently.

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RPD Technology Upgrades Can Enhance Safety, Efficiency

NEWS Published 1/22/2026 Updated 2/18/2026

This news article is more than 6 months old.

Two new technology programs can help improve public safety and enhance the Raleigh Police Department's ability to do its job. A new records management system will act as the department's central, digital memory. A taser upgrade can provide more de-escalation opportunities.

The department will also continue using Fusus, the platform for the ConnectRaleigh shared-camera program.

The Raleigh City Council on Tuesday authorized the City Manager to execute a contract for these upgrades. The 10-year contract is with Axon Enterprise, and the annual cost is \$1.6 million.

Records management system

RPD will replace its Keystone records management system with Axon Records. The new system offers several benefits. Those include more robust analytics and better workflows.

Search AI

Taser program

The contract for RPD's current taser program, Taser 7, expires in October. The new Taser 10 allows for a 45-foot distance between a suspect and an officer. That can help with de-escalating a situation.

"I'm in favor of that additional distance and time for the officer to talk their way through a use of force situation instead of using the taser," said Police Chief Rico Boyce.

The new program also has better metrics and tracking capabilities than the old one.

Fusus/ConnectRaleigh

The Axon contract will enable RPD to continue using the platform for [ConnectRaleigh](https://connectraleigh.org) (<https://connectraleigh.org>)

. The program allows residents and businesses to register their surveillance cameras to help RPD.

LEAD DEPARTMENT:

[Police](#)

([/node/33876](#))





Camera Integration

Camera Integration

Integrating your camera system takes community security one step further, helping you get more out of your security camera investment.

Camera sharing allows the Guilford County Sheriff's Office access to your camera feed in case of an emergency near your location. All your cameras or some of them. You set your preferences. Sharing your feed can improve response time and help keep you safer by providing advanced details of the situation.

To share your cameras, all you need is a small Axon FususCORE device that plugs into your camera system. Once it's set up, it enables camera sharing based on your settings without impacting your network.

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Axon FususCORE Devices

	CORE Lite	CORE Lite Extended	CORE Pro	CORE Pro Extended
<u>Cameras (Up to)</u>	4	4	50	50
<u>Storage</u>	512GBSD XC	1TB SDXC	4TB HDD	22TB HDD
<u>Days of Storage (Up to)</u>	2	4	2	30

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	CORE Lite	CORE Lite Extended	CORE Pro	CORE Pro Extended
Artificial Intelligence	—	—	—	—
Warranty + Remote Setup Included	✓	✓	✓	✓

Artificial Intelligence: A Real-Time Force Multiplier

CORE Elite AI devices put a brain inside your camera network. No more servers, camera license fees, or expensive network infrastructure to process video data right at the source.

CORE devices enable any camera or security network to be upgraded to a cloud-connected, AI assisted system without an expensive hardware overhaul. Each device comes pre-loaded with dozens of search and analysis variables and profiles that are ready for action.

Users can set alert profiles. When a match to the search parameters appears on any camera in the designated area of interest, alerts are automatically triggered. These tools enable smaller security teams to work smarter and more efficiently.

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400 W Washington Street Greensboro, NC 27401

TEL: 336-641-3694

Guilford County SO

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Camera Integration

Integrating your camera system takes community security one step further, helping you get more out of your security camera investment.

Camera sharing allows the Greensboro Police Department access to your camera feed in case of an emergency near your location. You can choose to share all of your cameras or only selected ones, you set your preferences.

To share your cameras, all you need is a small Axon FususCORE device that plugs into your camera system. Once it's set up, it enables camera sharing based on your settings without impacting your network.

Camera integration is free of charge

GET STARTED

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Business Camera Registration/Integration FAQs

Can Greensboro Police Department provide a recommended camera system?

The Greensboro Police Department is unable to recommend a camera system.

What are the requirements to join the Integration Program?

- The camera system must support RSTP with access to the internet. Closed-loop systems are not supported.
- For managed systems, IT personnel are preferred to be available either on-site or by phone to support setup and troubleshooting.
- Administrative credentials for the camera system must be provided.

Can my cameras be accessed with the integration program?

Yes, In agreeing to integrate your exterior cameras with the Greensboro Police Department, you are a

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Greensboro Police Department to view live camera footage via an Axon FususCORE device for law enforcement purposes.

Do I still need my existing security monitoring service?

Yes, this will not replace any existing security monitoring services. The Greensboro Police Department will not monitor your cameras 24/7. Shared camera feeds will be used to solve and prevent crime as deemed necessary by law enforcement personnel.

Will facial recognition technology be used?

No, Axon Fusus does not employ facial recognition technology or integrate with any facial recognition technology systems.

Does Axon Fusus utilize artificial intelligence?

Yes, Axon Fusus utilizes artificial intelligence to rapidly search video provided to the system by users in order to mitigate criminal activity. All AI use cases exclude facial recognition, but may be utilized to automatically recognize weapons, vehicles of interest, etc.

Is the Axon FususCORE secure?

Yes, Fusus data is secured with AES 256-bit encryption at rest, in transit, and in the Cloud. The Axon FususCORE establishes a secure connection with TLS 1.3 allowing outbound traffic to AWS GovCloud. Once data reaches the Axon FususONE CJIS-compliant cloud storage location, hosted on AWS Gov-Cloud servers, data is redundantly stored in multiple, geographically separated storage locations, or zones, to ensure over 99.9999% reliability and durability of data.

Is Axon FususONE Secure?

Yes, Axon FususONE, the platform Greensboro Police Department will use to compile all relevant information in one place, adheres to the highest standards of security for access to, transfer, and sharing of Criminal Justice Information according to CJIS standards. All data that is accessible within Axon FususONE is encrypted at rest, in transit, and in its cloud-hosted location. Access to databases is restricted by strict networking rules. All Axon Fusus Employees and contractors who develop software development undergo an extensive background checks and fingerprinting.

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If you have any questions?

Please reach out to rtic@greensboro-nc.gov or 336-373-7842. Please include details of the camera system and the number of cameras to be



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100 E. Police Plaza Greensboro, NC 27402

TEL:

336-373-7842

TEXT-A-TIP:

336-949-8477

Greensboro PD



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EXHIBIT F

New Hanover County Sheriff's Office 2024 RFP —
PTZ Cameras & License Plate Readers, and Addendum 1

NEW HANOVER COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSALS

PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS



COUNTY COMMISSIONERS

**BILL RIVENBARK, CHAIR
LEANN PIERCE, VICE-CHAIR
JONATHAN BARFIELD, JR.
DANE SCALISE
ROB ZAPPLE**

CHRIS COUDRIET, COUNTY MANAGER

SECTION 1. – ADVERTISEMENT

**NEW HANOVER COUNTY
SHERIFF'S OFFICE
REQUEST FOR PROPOSALS
PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS**

New Hanover County Sheriff's Office seeks written proposals to purchase twenty (20) License Plate Readers and eight (8) Pan/Tilt/Zoom (PTZ) Cameras.

Proposals will be received by Lena Butler, Purchasing Supervisor, "**RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS**" by **5:00 PM EST. on Thursday, November 7, 2024.**

Instructions for submitting Proposals and complete requirements and information may be obtained by visiting the County's website at <https://www.nhcgov.com/bids.aspx>.

Proposers must be licensed in accordance with NCGS 74D-2.

New Hanover County reserves the right to accept or reject any or all Proposals and to make the Award which will be in the best interest of the County.

Released: Monday, October 28, 2024

Section 2 - Instructions and General Conditions

2.1 Schedule

RFP Process	Dates
RFP Issued	Monday, October 18, 2024
Deadline for RFP Questions	Friday, November 8, 2024 by 5:00 PM
Response to All Questions Posted	Wednesday November 13, 2024 by 5:00 PM
Deadline for Receipt of Proposals	Thursday, November 21, 2024 by 5:00 PM

2.2 Preparation of Request for Proposal (RFP)

- 2.2.1 Proposers are instructed to submit their Proposals by email to lbutler@nhcgov.com. Please be sure to include “**RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS**” in the subject line of the email.
- 2.2.2 The deadline for Proposals is **Thursday, November 21, 2024, by 5:00 PM EST**.
- 2.2.3 Late Proposals will not be accepted.

2.3 Questions

Questions are to be submitted by **5:00 PM EST on Friday, November 8, 2024**, to Lena Butler, Purchasing Supervisor, New Hanover County, lbutler@nhcgov.com.

2.4 Answers to Questions

An addendum summarizing all questions and answers will be posted to the County's website on **Wednesday, November 13, 2024 by 5:00 PM EST**. Proposers who have notified the County of their intent to submit along with their email address (see 2.6 – Intent to Submit) will be sent the addendum upon posting. You may visit our website at <https://www.nhcgov.com/bids.aspx> to check for the issuance of any addenda before submitting your Proposal.

2.5 Communication

Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County other than the person listed in this section. Lena Butler, Purchasing Supervisor, is your point of contact, Email lbutler@nhcgov.com. If any Proposer attempts any unauthorized communication, the proposal may be rejected

2.6 Intent to Submit

All proposers who intend to submit a proposal on this project should send an email to lbutler@nhcgov.com.

2.7 Cost of Preparation of Response

Costs incurred by prospective Proposers in the preparation of the response to this Request for Proposals are the responsibility of the Proposer and will not be reimbursed by The County.

2.8 Authorized Signature

The successful Proposer will be required to enter into a formal agreement that is consistent with the proposal requirements outlined within the RFP. Signature Forms must be signed by an authorized individual. Forms that are not signed may cause the submittal to be rejected.

2.9 Ownership of Documents

All Proposals and accompanying documentation will become the property of New Hanover County at the time the Proposals are received and will not be returned to the Proposer.

2.10 Trade Secret Confidentiality

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating This PROPOSAL," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

For electronic submissions, a separate file must be submitted clearly stating "CONFIDENTIAL" in the name of the file.

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each applicant agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each applicant agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Applicant has designated as a trade secret.

2.11 Withdrawal of Proposal

No Proposal may be modified, withdrawn, or canceled by the Proposer for a period of ninety (90) days following the receipt of Proposal. Negligence or error on the part of any Proposer in preparing their Proposal confers no right of withdrawal or modification after the Proposals have been opened.

2.12 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The applicant agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The applicant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small contractors, minority contractors, physically handicapped contractors, and women contractors to submit proposals in response to this RFP.

2.13 Indemnity

The successful Proposer shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Proposer hereunder, resulting from the negligence of or the willful act or omission of the Proposer, his agents, employees and subcontractors.

2.14 E-Verify

Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County requires an affidavit attesting to Contractor's compliance.

Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.15 Insurance

Before commencing any work, the Proposer shall procure insurance in the Proposer's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this RFP. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

Certificates of Insurance shall be furnished prior to the commencement of services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.

Proposer, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by County in writing. These minimum amounts of coverage will not constitute any limitations or cap on Proposer's indemnification obligations under this Agreement.

- **Commercial General Liability Insurance.** Proposer will maintain occurrence-based coverage with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the County, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the County.
- **Business Automobile Liability Insurance.** Proposer will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

- Workers' Compensation Insurance. Proposer will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the County, its officers, agents, employees and volunteers.
- Employer's Liability Insurance. Proposer will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.
- Professional Liability Insurance. Proposer will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.
- Third party cyber liability insurance. Proposer will maintain cyber liability coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2.16 Certificate of Authority

Subject to several statutory exceptions, **a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State.** See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.17 Federal Uniform Guidance

If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **(SEE SECTION 3 FOR COMPLETE DETAILS)**

2.18 Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

2.19 Right to Reject

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be in the best interest of the County.

Section 3 – FEDERAL UNIFORM GUIDANCE REQUIREMENTS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR PART 200. As result, firms awarded federally funded contracts by New Hanover County, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

- 1. Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. New Hanover County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
- 2. Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- 3. Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).
- 4. Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 5. Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42

U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- 6. Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
- 7. Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- 8. Conflict of Interest Provisions** Interest of Members, Officers, Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member, officer, or employee of the recipient or its agent, no member of the governing body of the locality in which the program is situated, no other public official of such locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.
- 9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the County in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the

standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. Copeland "Anti-Kickback" Act. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.

12. Debarment and Suspension. All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations

restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

- 13. Domestic Procurement Preference.** As appropriate and to the extent consistent with law, New Hanover County's Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 14. Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug- free workplace.
- 15. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
- 16. Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- 17. Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

- 18. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 19. Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- 20. Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
- 21. Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
- 22. Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- 23. Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub- consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining

a satisfactory level of competition.

- 24. Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 25. Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
- 26. Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 27. Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.
- 28. Termination.** If Contractor fails to prosecute the work with such diligence as will ensure its completion within the Contract time, or if Contractor breaches any one of the terms and conditions contained in this Contract and fails to cure said breach within five (5) days of County mailing Notice of Default, County may terminate this Contract at the expiration of the fifth day after mailing such Notice of Default. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

- 29. Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.
- 30. Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
- 31. Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
- 31. Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
- 32. USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
- 33. Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Section 4 – Requirements of PTZ Cameras and LPR

SUBMIT WITH DETAILED COST PROPOSAL

☐ NCGS 74D-2 LICENSE REQUIREMENTS

No person, firm, association, corporation, or department or division of a firm, association or corporation, shall engage in or hold itself out as engaging in an alarm systems business without first being licensed in accordance with this Chapter. A department or division of a firm, association, or corporation may be separately licensed under this Chapter if the distinct department or division, as opposed to the firm, association, or corporation as a whole, engages in an alarm systems business. The department or division shall ensure strict confidentiality of private security information, and the private security information of the department or division must, at a minimum, be physically separated from other premises of the firm, association, or corporation. For purposes of this Chapter an "alarm systems business" is defined as any person, firm, association or corporation that does any of the following:

- (1) Sells or attempts to sell an alarm system device by engaging in a personal solicitation at a residence or business to advise, design, or consult on specific types and specific locations of alarm system devices.
- (2) Installs, services, monitors, or responds to electrical, electronic or mechanical alarm signal devices, burglar alarms, monitored access control, or cameras used to detect burglary, breaking or entering, intrusion, shoplifting, pilferage, theft, or other unauthorized or illegal activity. This provision shall not apply to a locking device that records entry and exit data and does not transmit the data in real time to an onsite or off-site monitoring location, provided the installer is duly licensed by the North Carolina Locksmith Licensing Board.

☐ All Proposers must provide proof of certifications in compliance with SOC 3, SOC 2 (type 2), CAIG (Cloud Security Alliance), HECVAT, NIST Cybersecurity, CJIS, HIPPA, and FERPA.

20 LPR cameras with:

- ☐ Capable of reading vehicle license plates and covering 2 lane roadways during periods of moderate traffic
- ☐ Capable of reading license plates on vehicles traveling up to 75 mph at a distance of up to 65'
- ☐ Must have a 15' wide field of view at 65'
- ☐ Must be solar powered, panels must provide 18-20v and be pole mountable
- ☐ Must have integrated LTE connectivity
- ☐ Rated Weatherproof enclosure/case for all components

8 PTZ cameras with:

- ☐ LTE connectivity
- ☐ 25x optical zoom
- ☐ Remote PTZ controls
- ☐ 120v AC

- ☐ Rated Weatherproof enclosure/case for all components
- ☐ Necessary mounting solution(s) must be included

- ☐ Proposers must provide a web-based solution to interface all network devices.
- ☐ This interface must include a layered map of New Hanover County in which user(s) can toggle layers on/off to view camera locations and labels.
- ☐ This map must also be customizable for the system administrators to add points of interest.
- ☐ The Proposer must provide support for the updating of the map for the prospective addition of new or changes to roadways.

- ☐ Must have enhanced AI for video analysis and necessary network equipment for storage of a minimum of 30 days video from all streams and live view capability.
- ☐ The Proposer must provide cameras/network devices that have an existing integration with the FUSUS platform for intelligence and video collection.
- ☐ Proposer must provide on-site and remote support personnel for the analysis of heat maps, which will be provided by the New Hanover County Sheriff's Office, of our jurisdiction to aid in the deployment of cameras in high crime areas.
- ☐ The Proposer support personnel must be familiar with Law Enforcement/Public Safety needs, operations, requirements, as well as local, state, and federal laws.
- ☐ The Proposer must provide personnel for mapping and geolocation information for each device within the network.
- ☐ The Proposer must provide necessary personnel, equipment, and support to obtain necessary permits, inspections, installation, and activations required for the operation of the network.
- ☐ Proposer must provide 24/7 technical assistance for support of agency personnel with questions or in the event of equipment failure, inoperability, and troubleshooting.
- ☐ Proposer must provide monitoring of the system to maintain connectivity, diagnose, remote repair, and alert agency personnel in the event a device or the network is offline for a period of 20 minutes or longer.
- ☐ Proposer must provide, without additional cost, a repair technician for the service of any device requiring maintenance/repair at the request of the agency or upon alert from the aforementioned monitoring, which is not able to be resolved remotely.
- ☐ Proposer must provide technical support and customer service for the installation and integration of supplied systems for interoperability with FUSUS, to include possible future expansion of the system.
- ☐ Proposer must provide user level training for the operation, setup, and management of the network and devices for 25 "power users" and administrators of the system to be identified by agency staff.
- ☐ Proposer must provide support to the agency by providing "external affairs", by educating community stakeholders, governing bodies, and other members of the public.
- ☐ The Proposer must provide Public Relations as needed in support to the agency for press releases to the local media outlets.
- ☐ The Proposer must list three (3) public agencies, Police and/or Sheriff preferably in North Carolina with a brief description of the work and contact information.

PROPOSAL PRICING FORM*

Proposal Provision	Assumptions (if applicable)	Cost

***In lieu of this form, the Proposer may attach their own detailed pricing sheet.**

All pricing must be inclusive, and include all labor, material, lodging, travel, and equipment and supplies necessary for all tasks listed in this Scope of Services.

This information will assist the County in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided and provides County staff with tools to negotiate the final cost.

Section 5 – Review and Selection Process

Proposals will be evaluated by the Selection Committee, which will consider the completeness of each proposal and how well it meets the needs of the County. Evaluations will be based on criteria as outlined in Section 4-Requirements of PTZ Cameras and LPR. All proposals in response to this RFP will be evaluated using the same standards. Each Proposer must complete

The purpose of the selection procedure is to determine, from among the proposals received, which one is best suited to meet the County's needs. Any final analysis does not imply that one Proposer is superior to another, but simply that, in the Selection Committee's judgment, the selected Proposer appears to offer the best overall solution for the County's current and anticipated needs.

The objective is to choose the proposal that offers the highest quality products and services while achieving the project's goals and objectives within a reasonable budget. While cost is important, other factors are also significant, and the County, at its discretion, may not select the lowest cost proposal.

PROPOSER'S DECLARATION

PROPOSER UNDERSTANDS, AGREES AND WARRANTS:

The Proposer has carefully read and fully understands the information contained in this Request for Proposal (RFP).

The Proposer has the ability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

That this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the time and date set for acceptance of proposals by the County.

The Proposer understands that any proposal received after the time and date specified as deadline for submission of proposals will not be considered.

That all information contained in the Proposal is true and correct to the best of Proposer's knowledge.

That Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

That the County reserves the right to reject any and all Proposals and to accept that Proposal which will, in its opinion, provide the best level of service to the County.

That by submission of this Proposal, the Proposer acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer and Proposer hereby grants the County approval to make said inquiries.

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

Email Address: _____

Cell Phone Number: _____

Date: _____

E-Verify Form

E-VERIFY

(To be submitted with your RFP)

STATE OF _____

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of
_____ (hereinafter "Employer") after first being duly sworn hereby swears or
affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
 - a. YES _____, or
 - b. NO _____
 4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.
- This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__

My Commission Expires: _____

Notary Public

(Affix Official/Notarial Seal)

Minority & Women Business Enterprise (MWBE) Program

Minority & Women Business Enterprise (MWBE) FORM

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____, and the duly authorized representative of [Business Name] _____ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the bidder will institute good faith efforts to comply with all requirements of the MWBE program to provide equal opportunities to MWBEs.

Signature: _____

Date: _____

(To be submitted with the RFP)

PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS

Name of Proposer _____

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.55 et. seq.

As of the date listed below, the Contractor listed above or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the Contractor listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 147-86.59 requires this certification for proposals, bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid or proposal is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid or proposal)
- When a contract is renewed or assigned

N.C.G.S. 147-86.60 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.



**NEW HANOVER COUNTY
FINANCE DEPARTMENT PURCHASING DIVISION
ADDENDUM 1
QUESTIONS AND ANSWERS**

From: Lena Butler, Purchasing Supervisor
To: All Proposers
Project: RFP Pan/Tilt/Zoom Cameras and License Plate Readers
Date: Wednesday, November 13, 2024

This Addendum is related to the County's Request for Proposals **"Pan/Tilt/Zoom Cameras and License Plate Readers"** and is hereby made a part of said Request for Proposals to the same extent as though it were originally therein.

1. Clarification on Due Date – please clarify which of the due dates listed is the correct one.

Proposals are due Thursday, November 21, 2024 by 5:00 PM EST.

Proposals will be received by Lena Butler, Purchasing Supervisor, "RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS" by 5:00 PM EST. on Thursday, November 7, 2024.

Section 2 - Instructions and General Conditions

2.1 Schedule

RFP Process	Dates
RFP Issued	Monday, October 18, 2024
Deadline for RFP Questions	Friday, November 8, 2024 by 5:00 PM
Response to All Questions Posted	Wednesday November 13, 2024 by 5:00 PM
Deadline for Receipt of Proposals	Thursday, November 21, 2024 by 5:00 PM

2.2 Preparation of Request for Proposal (RFP)

- 2.2.1 Proposers are instructed to submit their Proposals by email to lbutler@nhcgov.com. Please be sure to include **"RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS"** in the subject line of the email.
- 2.2.2 The deadline for Proposals is **Thursday, November 21, 2024, by 5:00 PM EST.**
- 2.2.3 Late Proposals will not be accepted.

2. Other than compatibility with Fusus, are there any other integration or manufacturer requirements? **The vendor must provide a product that has an existing compatibility with the FUSUS system as well as a web interface to directly log into and view all cameras/feeds.**
3. Is there any information on what NHC is providing? I.e. poles for mounting LPR cameras. **The vendor must provide and install all mounting solutions to include poles, brackets, and related hardware.**
4. A few of the requirements listed seem very open-ended, can you clarify the items below? Does "Any device requiring maintenance/repair" include any existing cameras or equipment not part of this bid? **The vendor for this bid process is only required to provide support and maintenance of the devices involved in this process unless the**

selected vendor has other existing contractual obligations for other devices utilized by NHC.

Is the request that the proposer provide full Public Relations or that the proposer work with New Hanover's Public Relations? The vendor would work the Public Information Officer and Media Unit of the New Hanover County Sheriff's Office to engage with the public regarding the implementation of the LPR program.

☐ Proposer must provide, without additional cost, a repair technician for the service of any device requiring maintenance/repair at the request of the agency or upon alert from the aforementioned monitoring, which is not able to be resolved remotely.

☐ The Proposer must provide Public Relations as needed in support to the agency for press releases to the local media outlets.

5. Would the County be open to hosting a Prebid meeting for this solicitation as it would be most helpful? We are willing to answer any questions the vendor(s) may have but we are not interested in hosting a Prebid meeting.
6. Would the department want one bid or two for the Pan/Tilt/Zoom Cameras and LPR Cameras? We are seeking one bid for both the PTZ cameras and the LPR's, along with the outlined support and network configuration.
7. On one part of the bid it "Proposals will be received by Lena Butler, Purchasing Supervisor, "RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS" by 5:00 PM EST. on Thursday, November 7, 2024." and on a different page it states " and on another page it states "The deadline for Proposals is Thursday, November 21, 2024, by 5:00 PM EST." Would you be able to confirm which date? Proposals are due Thursday, November 21, 2024 by 5:00 PM EST.
8. Is there a budget set for this project? Funds are currently allocated for this project. We choose not to share the dollar amount.
9. When is the department looking to make this purchase by/implemented? Upon completion of this process.
10. I thought New Hanover County was using Milestone for their CCTV system. Are these new cameras going to be added to that system or the FUSUS platform? The cameras and LPR's being sought will be added to the FUSUS platform.
11. What locations are the cameras being installed at? The NHC has identified "hotspot" locations throughout the county. Some of these locations may include coverage of areas of ingress/egress, busy intersections, and areas of high probability for crime. These areas will be disclosed to the vendor, who should provide assistance to the NHC prior to deployment to give the best view from the device of the selected area.
12. Are the cameras going to be installed on pre-existing poles or will poles need to be included in the proposal? We will seek a variety of solutions, both existing and provided by the vendor, to mount the cameras. The vendor needs to provide poles/mounting solutions as needed for the deployment of the devices.
13. Will both the LPR cameras and the PTZ's require solar power? Yes, both will require solar power.
14. Regarding the solar power deployments, Will the solar deployment be the primary source of power for the cameras or do you plan to have city electric provide outlets at each pole and the solar deployment is more so being used as a "backup" in case the power grid goes down? Yes, Solar will be the sole source of power.

15. Are the cameras being mounted to power poles or traffic light poles? Or both? **We will seek a variety of solutions, both existing and provided by the vendor, to mount the cameras. The vendor needs to provide poles/mounting solutions as needed for the deployment of the devices.**
16. For high traffic areas, will the Sheriff's Office be able to provide escorts while installation teams are working? **The cameras will be placed on right of ways, easements, municipal owned, or consensually on private property. The vendor will need to provide traffic control/ safety devices around any installation site as needed.**
17. Can New Hanover County Sheriff's Office provide a map/layout of where each camera will be mounted for this project? **Part of the bid requirement is for the vendor to provide technical assistance/consulting for the placement of cameras in areas identified by the NHSO.**
18. Under the PTZ portion of the requirements, "120v AC" is listed. Can we get clarification on what NHCSO means by this? **Please omit this requirement as it was made in error during the writing of the proposal. We are seeking solar powered devices.**
19. Some of the specifications are achievable only through a integrations with Fusus; how would you like us to notate in our response that those particular specifications are achievable through an integration with Fusus? **The vendor should have an existing integration with the FUSUS platform prior to the bid award for both the LPR and PTZ cameras.**
20. I have a question regarding submittal dates. In the opening paragraph it states the deadline is November 7, 2024 at 5:00 PM. However, in Section 2.1 under schedule it states the deadline for questions is November 8, 2024 at 5:00 PM. And Deadline for proposal is Thursday, November 21, 2024 at 5:00 pm. Which date does my company abide by for submitting the proposal? **Proposals are due Thursday, November 21, 2024 by 5:00 PM EST.**
21. Additionally, can we become licensed after we submit the proposal as I read or would we need to be licensed as of submission date? **Yes, proposers can submit their proposal without being licensed. The license is required prior to performing the work.**

PLEASE SIGN AND INCLUDE IT WITH BID.

Company Name: _____

Authorized Signature: _____

Date: _____

End of Addendum 1

EXHIBIT G

North Carolina Security Systems Licensing Board —
Correspondence of Director Paul Sherwin (August 28, 2026)

Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132
Date: Friday, August 28, 2026 at 1:50:34 PM Eastern Daylight Time
From: Sherwin, Paul
To: Mark Williams
Attachments: Outlook-A picture .jpg, Outlook-cidimage00.jpg, Outlook-A picture .gif, Outlook-cidimage00.gif, Flock Safety Registration Roster 8.28.26.csv, LPR complaint 11.11.23 - withdrawn.pdf, Flock Moreno License Application - Redacted.pdf

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Mark,

Thanks for the follow-up. I'm the only person in my office who works on public records requests, so large ones like yours can take a while. I reviewed your original July 15 request, your narrowed July 16 request, and my response and documents I provided on July 17, and here's where I think we are based on your original request.

- A) I've given you what we have, except for the registration files of the 19 employees Flock Safety has registered under its license. These files require extensive redaction to protect sensitive personally identifiable information. Will the attached registered employee roster suffice? Rather than providing the complete application file for each employee?
- B) All documents provided on July 17.
- C) Most documents provided July 17. The emails in (9) are 114 MB and too large to email. I can put them on a flash drive and you can pick it up, or you can arrange for me to "drop" them in a file share system if you have one. You can find (10) online here: <https://www.ncdps.gov/about-dps/boards-and-commissions/alarm-systems-licensing-board/meetings-minutes>
- D) We don't have these records. Use of 3rd-party installers isn't something we track.
- E) Answered on July 17.
- F) See below for specifics. I also attached a complaint we received in 2023 that named a few of the companies. We did not investigate the complaint, due to a lack of specifics and not having a named complainant.
 - a. Rekor, not licensed, no records on file, no complaints
 - b. Verkada, licensed under Dennis Pieta, #625479-CSA, expires 11/30/2027, no complaints
 - c. Motorola, licensed under Robert Tebault, #721547-CAS, expires 7/31/2028, no complaints
 - d. Leonardo, not licensed, no records on file, no complaints
 - e. Plate Ranger, not licensed, no records on file, no complaints
 - f. Axon, not licensed, no records on file, no complaints

The Board does not track which companies provide what kind of services (traditional security, ALPR, etc.) But, reportedly, Hodges Triad Electric was conducting contract work for Flock in 2023. I have no record or memory of what we learned about that.

Thanks, and please let me know if you have additional questions.

Paul Sherwin

Director
NCDPS Private Protective Services
[Security Systems Licensing Board](#)
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From: Mark Williams <mwilliams@ricefamilylaw.com>
Sent: Thursday, August 27, 2026 10:52 PM
To: Sherwin, Paul <paul.sherwin@ncdps.gov>
Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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Would you please update me on the status of the production?

Thank you,

~Mark

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From: Sherwin, Paul <paul.sherwin@ncdps.gov>

Date: Friday, July 17, 2026 at 10:54 AM

To: Mark Williams <mwilliams@ricefamilylaw.com>

Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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Mark,

Sure, I can provide records on a rolling basis.

For starters, I've attached the two complaints from 2022 that initiated the Board's push to require Flock to be licensed. I've also attached Ralph Taylor's initial 2024 license application and 2026 renewal application. Taylor holds the SSLB license for Flock Safety. I think most of what you asked for is included in these four documents. I'll review your original request in the near future to determine what else you've asked for that will require additional document research.

1. Flock's current license or registration (Item A.1) — license number, class, issue date, expiration date, and current licensee record.

License number: 367626-CSA (Ralph Taylor)

Class: Alarm

Issue date: July 23, 2024

Expiration date: August 31, 2026

Current licensee record: I've attached Taylor's 2024 application for a new license.

2. Flock's renewal application for the license expiring July 31, 2026, all correspondence concerning that renewal, and records sufficient to show the renewal's current status (Item A.3).

Taylor submitted a renewal application on July 15, 2026. Board staff reviewed it on July 16 and asked Taylor to submit a corrected certificate of insurance and continuing education certificates. Taylor has 60 days to make the corrections, and the license remains valid during that time. The application is attached.

3. Any determination, interpretation, or legal opinion addressing whether automated license plate readers fall within the Board's jurisdiction under N.C. Gen. Stat. Chapter 74D (Item E).

Automated license plate readers that are used for the purpose of detecting or observing burglary, breaking or entering, intrusion, shoplifting, pilferage, theft, or other unauthorized or illegal activity fall under the Board's jurisdiction. Flock's cameras undoubtedly fall into this definition, which is why the Board required the company to get a Security Systems license.

Paul Sherwin

Director

NCDPS Private Protective Services

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From: Mark Williams <mwilliams@ricefamilylaw.com>
Sent: Thursday, July 16, 2026 10:32 AM
To: Sherwin, Paul <paul.sherwin@ncdps.gov>
Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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Mr. Sherwin,

Thank you for acknowledging receipt. I write to request that the Board produce records on a rolling basis as they are located and reviewed, rather than holding production until the full request is complete.

One item within this request carries immediate public significance. Flock Group, Inc. holds a license expiring July 31, 2026 — less than three weeks from today. The renewal application and all correspondence concerning its current status (Item A.3 of the request) directly bear on whether Flock will be authorized to continue operating in North Carolina after that date. This is not an abstract compliance matter. Flock cameras are currently deployed across multiple North Carolina jurisdictions, and the question of whether this vendor is licensed, and under what conditions, is a matter of active public concern over the use of automated license plate reader technology for mass vehicle surveillance on public roads.

Accordingly, I ask that the Board prioritize and produce the following items immediately, or as soon as they are located:

1. Flock's current license or registration (Item A.1) — license number, class, issue date, expiration date, and current licensee record.
2. Flock's renewal application for the license expiring July 31, 2026, all correspondence concerning that renewal, and records sufficient to show the renewal's current status (Item A.3).
3. Any determination, interpretation, or legal opinion addressing whether automated license plate readers fall within the Board's jurisdiction under N.C. Gen. Stat. Chapter 74D (Item E).

The remaining items — the 2022 investigation and litigation records, compliance history, third-party installer records, and records for other ALPR vendors — may follow in the ordinary course. I am not asking the Board to compress the full production. I am asking only that the records bearing on an expiring license be separated from the broader request and produced as soon as practicable.

If the renewal file is already assembled or the license status is readily confirmed, production of those records could be immediate. If any portion is subject to a claimed exemption, please produce the non-exempt portions now and identify the statutory basis for any withholding, so that issue can be addressed without further delay.

With all best wishes,

Mark

Sent from my mobile device often with speech to text. Please forgive any typos.

Mark Spencer Williams
Managing Attorney
NCDRC Certified Mediator – Superior Court & Family Financial
Certified Parent Coordinator

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From: Sherwin, Paul <paul.sherwin@ncdps.gov>

Sent: Thursday, 16 July 2026 16:12:47

To: Mark Williams <mwilliams@ricefamilylaw.com>

Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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Mark,

Received, thanks.

I strive to return public records requests within 30 days, but this one may take longer given the broad scope.

Paul Sherwin

Director

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From: Mark Williams <mwilliams@ricefamilylaw.com>

Sent: Wednesday, July 15, 2026 11:10 AM

To: SVC_DPS.PPSASL <PPSASL@ncdps.gov>

Cc: Sherwin, Paul <paul.sherwin@ncdps.gov>

Subject: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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To the Custodian of Public Records, Security Systems Licensing Board:

Pursuant to the North Carolina Public Records Act, N.C. Gen. Stat. Chapter 132, I request to inspect and obtain copies of the following records held by the Board and by the Department of Public Safety. Where a record exists in electronic form, please produce it electronically (PDF, or native CSV/Excel for any data export).

A. Flock Group, Inc. — licensing file

1. The current license or registration held by **Flock Group, Inc.** (also doing business as **Flock Safety**), including the license number, class, issue date, and expiration date, and the licensee record as maintained by the Board.
2. All applications submitted by Flock Group, Inc. for licensure or registration, with supporting materials.
3. Any **renewal application** for the license expiring **July 31, 2026**, together with all correspondence concerning that renewal, and records sufficient to show the renewal's current status.

B. The 2022 investigation and the resulting litigation

4. The investigative file arising from the Board's investigation, opened in or about **January 2022**, into whether Flock was operating in North Carolina without a license — including the complaint or referral that initiated it, investigative reports, findings, and disposition.
5. All records concerning the Board's action in **Wake County Superior Court**, including the Board's filings, any consent order or settlement, and the **October 2023 order** requiring Flock to cease installing systems in North Carolina except through a licensed third party.
6. All records concerning Flock's agreement, in or about **March 2024**, to submit a license application by June 1, 2024, and the Board's evaluation of that application.

C. Compliance history

7. All **complaints** received by the Board concerning Flock Group, Inc. or Flock Safety since **January 1, 2020**, and the disposition of each.
8. Any notice of violation, cease-and-desist, civil penalty, consent agreement, probation, suspension, revocation, or other disciplinary or enforcement action involving Flock.
9. All correspondence between the Board or DPS staff and Flock, its counsel, or its agents, since **January 1, 2020**.
10. Board agendas and minutes referencing Flock since **January 1, 2020**.

D. Third-party installers

11. Records identifying the **licensed persons or entities that have installed Flock systems in North Carolina**, including any list, notice, or report submitted to the Board identifying installers, and any records showing which North Carolina installations were performed by which licensee.

E. The threshold legal question

12. Any **determination, declaratory ruling, staff interpretation, guidance, or legal opinion** — formal or informal — addressing whether an automated license plate reader constitutes an "alarm system" or otherwise falls within the Board's jurisdiction under N.C. Gen. Stat. Chapter 74D and 14B NCAC Chapter 17. This includes any position Flock advanced to the contrary and the Board's response to it.

F. Other ALPR vendors

13. For each of the following, records sufficient to show **whether the entity holds or has ever held a license or registration from the Board**, the status and expiration of any such license, and any complaints, investigations, or enforcement actions concerning it:
- a. **Rekor Recognition Systems, Inc.** / Rekor Systems (products including "Rekor Scout")
 - b. **Verkada Inc.**
 - c. **Motorola Solutions, Inc.** / Vigilant Solutions
 - d. **Leonardo** / ELSAG North America
 - e. **Plate Ranger**
 - f. **Axon Enterprise, Inc.** / Fusus
14. Any list the Board maintains of licensees whose licensed activity includes license plate recognition, automated license plate readers, or vehicle-recognition systems.

If the Board takes the position that any of these vendors falls outside its jurisdiction, a brief written statement to that effect will satisfy the corresponding portion of item 13, and I would appreciate that confirmation.

I am willing to pay reasonable duplication costs. If you anticipate any fee, including any special service charge under **N.C. Gen. Stat. § 132-6.2(b)**, please notify me with an estimate before incurring it. If you contend any portion of these records is exempt or confidential, please produce all reasonably segregable non-exempt portions and **cite the specific statutory basis** for each withholding or redaction. If no records exist responsive to a numbered item, a written statement to that effect will satisfy it.

Please acknowledge receipt and provide an estimated timeframe for production.

Sincerely,

Mark Spencer Williams

Managing Attorney, Rice Law PLLC

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